

TOWN OF FORT FRANCES

AGENDA - September 26, 2016

MEETING - Council Chambers , Civic Centre

Page

1. **COUNCIL MEETING**

(Session No. 48) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Prayer

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

1.4 Disclosure of pecuniary interest and the general nature thereof.

2. **Delegations/Deputations:**

2.1 Public Meeting re: 2017 Budget Presentations

4 - 7

- Boundary Waters Dragon Boat Club: G. Thorstad, President

- Fort Frances Lakers: M. Strachan

Written Submissions Received:

- Fun in the Sun Committee

3. **Consent Agenda:**

3.1 Items Referred from Committee of the Whole

3.2 Financial request dated September 13, 2016 from S. Allan,
Founder/Coordinator When Eagles Fly Program.

8 - 9

-will be referred to Administration and Finance Executive Committee
with input from Town of Fort Frances Police Services Board.

3.3 Letter of resignation dated September 15, 2016 from J. Lampi-Hughes
from the Economic Development Advisory Committee effective
immediately.

10

-will be received with appreciation for service.

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

4.1 Session No. 47 dated September 12, 2016*.

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

	Page
5.1 Session No. 69 dated September 12, 2016*.	
6. <u>Resolutions from tonight's Committee meeting</u>	
7. <u>By-Laws:</u>	
7.1 Being a by-law to authorize the entering into of a land lease agreement with Shane Pope (NW Flying Inc.) at the Fort Frances Municipal Airport (hangar lot).	11 - 35
7.2 Being a by-law to authorize the entering into of a land lease agreement with Todd Lougheed at the Fort Frances Municipal Airport (hangar lot).	36 - 60
7.3 Being a by-law to approve an agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) for funding for a Programming & Events Coordinator Intern at the Museum.	61 - 62
8. <u>Information Correspondence:</u>	
8.1 Association of Municipalities of Ontario Communications dated: 2016 September 8 re: What's the Impact of Climate Change on Your Municipality; 2016 September 8 re: AMO Policy Update - Add Your Voice to What's Next Ontario; 2016 September 12 re: Speech from Throne Emphasizes Action on Electricity Costs; 2016 September 14 re: AMO Welcomes Formula Allocation for New Federal and Provincial Clean Water Funding; 2016 September 21 re: AMO Reminder More Participation Opportunities in What's Next Ontario?	63 - 71
8.2 Update dated September 12, 2016 from Municipal Property Assessment Corporation re: MPAC's Plans for It's Fort Frances Office.	72
8.3 2016 Risk Management Symposium - September 27 and 28, 2016.	73 - 75
8.4 ENERGY NOW and into the FUTURE - A Symposium for Municipal Leaders - November 3rd and 4th, 2016.	76 - 77
8.5 Teachers of English as a Second Language Association of Ontario (TESL Ontario) re: Thanks for Proclaiming November 20th to 26th, 2016 as English as a Second Language Week in the Town of Fort Frances	78
8.6 Complaint Register - August 2016.	

	Page
9. <u>Minutes:</u>	
9.1 Fort Frances Municipal Non-Profit Housing Corporation dated March 17, 2016 and June 23rd, 2016.	79 - 82
9.2 Sister Kennedy Board of Management dated June 14, 2016.	83 - 84
9.3 Community Services Executive Committee dated August 2, 2016*.	85 - 86
9.4 Downtown BIA dated August 17, 2016.	87 - 89
9.5 Administration and Finance Executive Committee dated September 6, 2016*.	90 - 92
9.6 Planning and Development Executive Committee dated September 6, 2016*.	93 - 94
9.7 Operations and Facilities dated September 7, 2016*.	95 - 96
9.8 Fort Frances Museum Advisory Committee Meeting dated September 20, 2016.	97
10. <u>Non-agenda Items</u>	
11. <u>ADJOURNMENT</u>	
12. <u>* Previously distributed to Council</u>	
13. <u>** Items can be viewed by contacting the Clerk</u>	



September 20th, 2016
 Mayor and Council
 Town of Fort Frances
 320 Portage Avenue
 Fort Frances, ON
 P9A 3P9

Dear Mayor and Council,

I thank you for the consideration of supporting the 6th Annual International Dragon Boat Festival in July and of the Club in 2017.

The International Boundary Waters Dragon Boat Festival has played a major Town role since its creation and development. This past year our event was cancelled and rescheduled due to unsafe weather conditions in June, however we were able reschedule and host a successful festival on September 17th.

In 2016 to date Boundary Waters has:

- Attended the “Freeze Yer Gizzard Blizzard Run CWAC Expo” January 15th & 16th to promote our festival, health & wellness, and Fort Frances as a destination.
- January to April we hosted a weekly poolside paddle and swim lessons.
- April 13th attended a Sports Tourism Clinic hosted by the RRFDC.
- Hosted a Dragon Boat Clinic with US National Coach, Megan Kress for 25 participants from the Rainy River District; Koochiching County; St. Paul, MN and Superior, WI on May 28th & 29th.
- Participated in the NWHU Play Zone event at FFHS on June 15th to promote healthy and active living in our community.
- Offered free paddles every Tuesday from 6:00 pm to 7:00 pm for locals and visitors from Tuesday, May 10th to Tuesday, September 20th. (Our paddling season)
- Cleaned up garbage from the marina three days a week, assisted boaters parked at the marina, and scrubbed the docks clean twice per month.
- Offered free paddles all summer for kids 13 to 19 years of age with the help of ParticipACTION Canada, and sponsored by Coca Cola Canada to get kids active in our community.
- Participated on the Voyage Forward Cross Border Committee since May of 2016 to present.

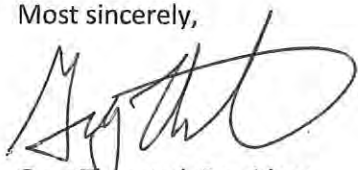
- In preparation for the originally scheduled festival date of June 25th, we put in 68 volunteer hours and provided over \$680 in assistance to the Relay for Life Committee along with the sharing of other resources for the original festival date.
- We cleaned up the riverfront after the storm on June 25th.
- July 1st we participated in the Canada Day Parade.
- July 12th we packed up our boats and trailer and went to Sunny Cove to host an evening of dragon boating with a group of 95 campers and staff, providing \$1,000 in sponsorship and 8 volunteers for the this session.
- August 5th we travelled to Bemidji, MN to race in their festival, winning the Civic Cup, while promoting our area and festival.
- August 9th we provided a free team building session to the Region 1 Girls Volleyball Team before they went to Mississauga.
- August 19th we supported the Howard Young Foundation for their first dragon boat festival and assisted the new local club in Minocqua, Wisconsin in their first races while promoting travel to our area and our festival.
- August 26th we provided 6 volunteers for the IFalls Bass Tourney.
- August 26th we lent a steersman and coach to the Saint John, New Brunswick Dragon Boat Festival where we promoted travel to our area and our festival.
- September 9th – 11th we raced in Winnipeg, winning 2nd in the Mixed Competitive Division, and promoted travel to our area and our festival.
- September 17th we hosted our 5th Annual Dragon Boat Festival with two teams from the US and 4 local teams, and a tribute to honour our local medical staff and cancer survivors.
- Grew our club from 36 regular paddlers last year to 48 team members and 14 local regular paddlers from both sides of the border in 2016 (62 in total). Creating both a Recreational and a Mixed Competitive team to travel and promote our festival and area, as well as a regular local paddler group.
- September 18th provided tents, tables, cooked a pancake breakfast for and volunteered to assist the local Terry Fox Run.
- September 21st attended the RRFDC's Sports Tourism training session.
- **Over the summer we had 310 paddler waivers signed by locals and visitors. 271 Canadian (with one listed as CAN from the UK) and 39 from the US. Of those, 179 were females and 131 were male.**
- **Donated over \$2,000 back into our community this season, with more to come before the end of 2016.**

The real need for the Boundary Waters Dragon Boat Club is the necessary use of the marina in 2017 once again, with the allowance of the spot to park our needed equipment trailer. All team gear and travel costs are individually covered by our team paddlers, with their paddler fees covering the costs of our insurances. We just couldn't provide all the free sessions to youth, locals and visitors without your continued support in this way.

The Dragon Boat Festival, which operates as a non-profit organization under the direction of the International Boundary Waters Dragon Boat Foundation, requests assistance with the costs associated with site preparation and race day maintenance, advertising, and promotion of the event and area. \$1,000 is requested from the Town of Fort Frances to help support our effort to provide a local event that we can all be proud of, as well as an essential destination tourist draw to inject needed dollars into our local economy.

We believe that the Dragon Boat Festival is consistent with the mission and economic interest of the Town of Fort Frances, and we hope that you will find it in your budget to support this continuously growing family friendly community event and local sport for all ages and fitness levels. If I can provide additional information to encourage consideration of our request, please feel free to contact me on my cell at (404) 590-9628 or by email at dragonboatff@gmail.com.

Most sincerely,

A handwritten signature in black ink, appearing to read 'Greg Thorstad', with a large, stylized loop at the end.

Greg Thorstad, President

International Boundary Waters Dragon Boat

September 21, 2016

Mayor and Council,

Thank you for accepting my written submission for consideration in the 2017 municipal budget.

The Town of Fort Frances generously contributed \$7,500 to the fireworks show held on July 1st 2016. Many people have said it was the best fireworks show the town has seen and I would agree. Through the contributions of the Town and local sponsors we were able to purchase not only more product than in previous years but higher quality effects that resulted in a spectacular display enjoyed by many citizens of the Town.

2017 marks Canada's 150th birthday and we are hoping to put on an even better show to celebrate the special occasion. I would ask Mayor and Council to consider once again contributing \$7,500 towards our 2017 Canada Day fireworks show. We will also pursue additional funding through federal and provincial grants, local sponsors and fundraising.

If you have any questions or would like further information regarding any aspect of the show, please contact me at 275-9481.

Thank you for your consideration.

Dave Coats

Fun in the Sun Committee

Sept 13/2016



Dear Mayor & Council,

"When Eagles Fly," is a new program for our youth in Fort Frances and area.

Our main focus is to empower teens, helping them discover their goals, talents and abilities.

Equally important is their safety and well-being.

This program's founder Sandra Lori Allan is a certified Addiction Worker who has worked extensively in the past with troubled teens in group home facilities.

"We are losing our kids to drug and alcohol abuse and suicide," says Sandra.

"Gang activity has increased and become a "place to belong," amongst our teens, even younger."

A great majority of these youth have never had the opportunity to explore their life aspirations, their goals and their dreams. It's difficult seeing what could be, coming from broken homes, poverty, lack of self-esteem and feeling worthless. Add bullying into this and the outcome is usually catastrophic.

"When Eagles Fly," is developed for youth to discover themselves, how unique and individual each are and how they could contribute their gifts and abilities to their community and outward.

"Never be afraid to dream big!" Is one of our motto's.

Built with 3 separate components in mind, When Eagles Fly Youth Empowerment and Safety is as follows:

1. **When Eagles Fly Neighborhood Patrol Watch:** in the beginning adult volunteers will patrol our Fort Frances area from 7 P.M.-9 P.M. Thursday and Friday evenings. We offer community hours to teens willing to patrol with us. In return this gives our youth a feeling of being part of keeping our community safe while practising their social skills as well, co-hearsing with other teens. Another of our goals is to have our youth volunteer in community events such as Stuff a Cruiser or Christmas Hamper/Ringing of the Bells-Salvation Army.
2. **When Eagles Fly-Green Light Program:** the green light program was developed in first nations communities to promote safety and offer a safe house where those in need could go to in case of emergency. When Eagles Fly would like to incorporate safe homes for youth in our community to go when they have an emergency. These trained homeowners would offer referral services as needed such as a call to Police /Ambulance/Family Services and Victim Services. The owners of these homes will have criminal reference checks and be supplied with a green light for their property.

3. **When Eagles Fly Youth Empowerment Interactive Presentations-** these presentations are specifically for youth ages 13-18. Youth will participate in developing their goals and aspirations in a fun 1 1/2 hour presentation. Special guests may be brought in to inspire and encourage youth with their powerful life stories. This program is also used as a "Say No To Drugs and Bullying! With the focus on being yourself and embracing who you are and what you have to offer! It's a "Build You Up." Presentation!

At this time our program is in need of the following items to get started:

Walkie-Talkies (\$100.00)

Safety Vests and Patches (\$450.00)


Green Lights (\$50.00)

Flashlights and batteries (\$60.00)

You can contact Sandra Lori Allan at 1-807-861-0629 if you would like to make a donation.

Help us to help save our youth!

Sincerely,



Sandra Lori Allan

When Eagles Fly –Founder/Coordinator

September 15, 2016

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

Attention: Kathy Lawson
via-email

Dear Kathy,

Re: Economic Development Advisory Committee

With regret I must inform you I wish to resign from this committee, effective immediately. Due to my work and family commitments I can no longer participate on this committee.

I have enjoyed my experience working on this committee and would like to thank you...

Yours in Fitness & Health,

Jackie Lampi-Hughes
1028 Frenette Avenue
Fort Frances, Ontario
P9A 3V5

TOWN OF FORT FRANCES

BY-LAW NO. xx/16

(Being a by-law to authorize the entering into of a land lease agreement with Shane Pope (NW Flying Inc.) at the Fort Frances Municipal Airport - the *Municipal Act*, 2001, S.O. 2001, c.25.)

WHEREAS on September 26, 2016, Council approved a report recommending the entering into of a land lease agreement for 25 years with Mr. Shane Pope for a 300 square meter hangar lot as of September 8, 2016.

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

- 1. That the lease agreement, in the form attached hereto as Schedule “A” to this by-law be approved for the Mayor and Clerk to sign and fix 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 26th day of September 2016.

R. Avis, Mayor

E. Slomke, Clerk

LAND LEASE

FORT FRANCES AIRPORT

2016 September

CONTENTS

Parties and Leased Land

Article 1	Definitions
Article 2	Purpose
Article 3	Term
3.01	Length of Term
3.02	Overholding Tenancy
3.03	Cancellation Privilege
3.04	Surrender of Premises
3.05	Termination
Article 4	Rent
4.01	Rent
4.02	Payment of Rent
4.03	Interest on Rent in Default
Article 5	Leased Premises, Services and Improvements
5.01	“As Is” Condition
5.02	Access
5.03	Maintenance of Leased Area
5.04	Additional Rights of the Town
5.05	Services
5.06	Temporary Suspension of Services
5.07	Reasonable Use
5.08	Nuisance
5.09	Environmental Protection Statutes
5.10	Police and Fire Protection
5.11	Fire Prevention
5.12	Advertising
5.13	Care, Custody and Control of Substances and Materials
5.14	Interceptors
5.15	Repair of Damage
5.16	Erection and Maintenance of Buildings or Structures
5.17	Vesting of Repairs, Alterations, Improvements or Replacements
5.18	Payment of Taxes
5.19	Compliance with Regulations
5:20	Building Specifications
Article 6	Assignment
Article 7	Liability and Indemnity
7.01	Claim or Demand
7.02	Indemnity
Article 8	Insurance
Article 9	Default and Re-Entry
9.01	Default and Re-Entry
9.02	Lien
Article 10	General
10.01	Bribes
10.02	Headings
10.03	Differences
10.04	Effect of Lease
10.05	Provisions Separately Valid
10.06	Waiver Negated
10.07	No Implied Obligations
10.08	Entire Agreements
10.09	Survey Monuments
Article 11	Notices
Execution of Lease	

Land Term Certain

THIS INDENTURE made this 8th Day of September 2016

BETWEEN:

THE CORPORATION OF THE
TOWN OF FORT FRANCES

(hereinafter called
“The Lessor”),

OF THE FIRST PART

- and-

SHANE POPE, NW FLYING INC.

(hereinafter called
“The Lessee),

OF THE SECOND PART.

WITNESSES that the Lessor, in consideration of the rents, covenants, provisos and conditions hereinafter reserved and contained, has demised and leased, and, by this Lease, demises and leases to the Lessee:

ALL AND SINGULAR that parcel of land situated, lying and being comprised, at the Fort Frances Municipal Airport, the said land comprising of approximately 300 square meters more or less, and being more particularly shown on drawing hereto annexed as Schedule “A”.

AND the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

- (1) The word “Lessor” when used herein shall mean the Corporation of the Town of Fort Frances and shall include the Successors and Assigns of the Corporation of the Town of Fort Frances;
- (2) The word “Lessee” or other words relative thereto, or of like import, shall mean and include, irrespective of gender or number, the party or parties of the second part as above designated or described, and their or any of their executors, administrators, successors or assigns;
- (3) The words “Airport Manager” shall mean the Airport Superintendent, the person holding that position, or acting in the capacity of the Airport Superintendent, of the Fort Frances Municipal Airport, for the time being.

ARTICLE 2

PURPOSE

The said leased premises shall be used as a site for (hereinafter referred to as “the said building’)
and the said land shall be used for the construction of a hangar to be used for the storage and
maintenance of a private aircraft and for no other purpose or purposes whatsoever.

ARTICLE 3

TERM

3.01 LENGTH OF TERM

The Lessee shall have and hold the said leased premises, from and after the First (1st) day of January 2017 for a period of Twenty Five (25) years and then fully to be completed and ended.

3.02 OVERHOLDING TENANCY

It is hereby agreed by and between the parties hereto that if the Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy at will and not a tenancy from year to year, and the Lessee shall pay as rent during the time of such occupancy a rent to be determined at the discretion of the Lessor, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy at will.

3.03 CANCELLATION PRIVILEGE

If by reason of fire, flood, lightning, tempest, earthquake, impact of aircraft, explosion, or Acts of God, or the Queen's enemies the said premises, shall at any time during the term hereby granted be destroyed or so damaged as to render the said premises unfit for occupancy, the Lessee will, then, have a period of ninety (90) days after such damage or destruction within which to decide whether or not it will repair. If the Lessee decides not to repairs, it may terminate this Lease by Notice, in writing, giving to the Lessor within the said ninety (90) day period; provided, however, that in the event of such notice being given to the Lessor pursuant to this clause, the rent reserved to the Lessor under this Lease shall be due and payable up to the date of restoration of the said land to the satisfaction of the Lessor.

3.04 SURRENDER OF PREMISES

At the expiration or sooner determination of the term of this Lease, the Lessee shall peaceably surrender and yield to the Lessor, in a condition satisfactory to the Lessor, the said land. The Lessee shall thereupon forthwith remove from the said land all chattels, goods, supplies, articles, equipment, materials, effects or things and shall also, to the satisfaction of the Lessor, repair all and every damage and injury occasioned to the premises of the Lessor by reason of such removal or in the performance thereof, but the Lessee shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatever. Unless required by the Lessor, no chattels, goods, supplies, articles, equipment, materials, effects or things shall be removed from the said land until all rent due or to become due under this lease is fully paid. The Town may, at his option, remove at the risk of and at the cost and expense of the Lessee, the chattels, goods, supplies, articles, equipment, materials, effects or things from the said land and the Lessee shall reimburse the Lessor forthwith upon receipt of appropriate accounts therefore and for any storage charges which may have been or will be incurred by the Lessor as a result of such removal. Where not removed by the Lessee, the Lessor may consider the chattels, goods, supplies, articles, equipment, materials, effects or things to be abandoned, and take title thereto in the name of the Lessor.

3.05 TERMINATION

The parties hereto agree that the Lessee may terminate this Lease Agreement upon giving the Lessor one year's written notice provided such notice will be effective as of the First (1st) day of January in the next year following.

ARTICLE 4

RENT

4.01 RENT

The Lessee shall pay during the currency of this Lease to the Lessor through the Fort Frances Municipal Airport in lawful money of Canada the following rent:

- (1) For the term commencing on the 1st day of January, 2017 and ending on the 31st day of December 2022:
- (2) Five Hundred and ninety six dollars and sixty four cents (\$596.64), HST included, per annum for land rent, payable in advance and, payment of rent shall be made by the Lessee without prior demand by the Lessor, to the Corporation of the Town of Fort Frances and delivered to:

Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9
Attention: Town Clerk
- (3) The land lease rate shall be renegotiated at the end of each Five (5) year term.

4.02 PAYMENT OF RENT

The Lessee shall pay all rent herein reserved at the time and in the manner in this Lease set forth, without any abatement or deduction whatever.

4.03 INTEREST ON RENT IN DEFAULT

Without waiving any other right of action of the Lessor in the event of default of payment of rent hereunder, in the even that the Lessee is delinquent after the date above appointed in making the payments required hereunder, the Lessee shall pay interest thereon at the rate of 15 per cent per annum (1.25% per cent per month, compounded), retroactive from the date any such amount is due and payable until paid. In order to reflect prevailing interest rates, the Lessor may review and adjust the interest rate from time to time.

ARTICLE 5

LEASED PREMISES, SERVICES AND IMPROVEMENTS

5.01 “AS IS” CONDITION

The Lessee accepts the said leased premises in an “as is” condition and improvements made to the said leased premises by the Lessee at any time during the currency of this lease, to make the said leased premises suitable for the operations of the Lessee hereunder, shall be at the risk, cost and expense of the Lessee and to the satisfaction of the Lessor.

5.02 ACCESS

- (1) The Lessor, its officer, servants or agents, shall have full and free access for inspection purposes during normal business hours and in the presence of the Lessee or a representative of the Lessee to any and every part of the said leased premises; it being expressly understood and agreed, however, that in cases of emergency, the Lessor, its officer, servants or agents shall at all times and for all purposes have full and free access to the said leased premises.
- (2) Subject as in this Lease provided, the Lessee shall have quiet possession of the said land, and the right of ingress and egress over the airport roadways subject to rules and regulations as may be established by the Lessor respecting such use.

5.03 MAINTENANCE OF LEASED AREA

The Lessee shall, at the cost and expense of the Lessee, maintain the landscaping and paved areas on the said land and shall keep the land free of debris and neat and tidy at all times, all to the satisfaction of the Airport Manager.

5.04 ADDITIONAL RIGHTS OF THE TOWN

The Lessor reserves the right to grant licenses, rights of way or privileges to others on, over, under, through or across the said land, provided, however, that such rights of way or privileges will not damage or disrupt permanently the physical facilities of the Lessee, will not impose any cost upon the Lessee, and will not weaken, diminish or impair the security of the Lease.

5.05 SERVICES

- (1) The Lessee shall construct improvement on the said land only in such manner that the surface drainage water on the said land will be discharged into the Lessor's drainage system, and plans for the construction of storm drainage services shall be subject to the approval in writing, of the Airport Manager prior to installation of such services, for compatibility with the field drainage channels serving the said land, all at the cost and expense of the Lessee.
- (2) The Lessee shall, at the cost and expense of the Lessee, provide complete and proper arrangements for the adequate sanitary handling and disposal away from the said airport of all trash, garbage and other refuse on or in connection with the Lessee's operations under this Lease, all to the satisfaction of the Airport Manager. Piling of crates, cartons, barrels or other similar items shall not be permitted in a public area on the said airport.
- (3) The Lessee shall be responsible at the cost and expense of the Lessee for making arrangements for all services not supplied by the Lessor, provided, however, that the plans and specifications for installation thereof must be approved by the Airport Manager and the work performed under the supervision of a designated officer of the Airport Manager.

5.06 TEMPORARY SUSPENSION OF SERVICES

Without limiting or restricting the generality of the provisions of Clause 7.01 hereof, the Lessee shall not have nor make any claim or demand, nor bring any action or suit of petition against the Lessor or any of its officers, servants or agents for damage which the Lessee may sustain by reason of any temporary suspension, interruption or discontinuance, in whole or in part from whatever cause arising in service supplies by the Lessor hereunder.

5.07 REASONABLE USE

The Lessee shall not, during the currency of this lease, do, suffer nor permit to be done any act or thing which may impair, damage or injure the said land, or any part thereof, beyond the damage occasioned by reasonable use, and shall, at the cost and expense of the Lessee, repair and renew in good, sufficient and workmanlike manner all portions of the said land which may at any time by the Lessee be damaged (ordinary wear and tear only excepted) and in the event of the failure on the part of the Lessee to so repair and review, the Lessee shall indemnify and save harmless the Lessor from all damages, costs and expenses suffered or incurred by the Lessor by reason of such impairment, damage or injury to the extent the Lessee is liable for the same in law, such payment to be made forthwith upon receipt of appropriate accounts therefore.

5.08 NUISANCE

The Lessee shall not do, suffer or permit to be done any act or thing upon or above the said land, which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the said land or to the public generally.

5.09 ENVIRONMENTAL PROTECTION STATUTES

The Lessee shall accede to and abide by Federal Environmental Protection Statutes and regulations and by-laws and any regulations thereto and appropriate Provincial, Territorial and/or Municipal or local Environmental Protection Statutes and regulations and by-laws.

5.10 POLICE AND FIRE PROTECTION

The Lessor shall not be responsible for providing fire protection to nor policing of, the said land and any improvements by virtue of this lease agreement.

5.11 FIRE PREVENTION

The Lessee shall, at the expense of the Lessee, take all precautions to prevent fire from occurring in or about the said leased premises, and shall observe and comply with all laws and regulations in force respecting fires at the said airport, and with all instructions given from time to time by the Airport Manager with respect to fires and extinguishing of fires.

5.12 ADVERTISING

The Lessee shall not construct, erect, place or install on the said land any poster, advertising sign or display, electrical or otherwise, without first obtaining the consent, in writing, of the Airport Manager.

5.13 CARE, CUSTODY AND CONTROL OF SUBSTANCES AND MATERIALS

The Lessee shall not spill or discharge or permit to be spilled or discharged, intentionally or otherwise, any deleterious, noxious, contaminated or poisonous substances and materials (including but not restricted to fuel and other petroleum products), all as determined by the Airport Manager whose decision shall be final, onto airport lands or into airport sewer systems, storm drains or surface drainage facilities.

In the event of a spill or discharge of the said substances and materials which are, at the time of occurrence, under the care, custody and control of the Lessee or person acting on behalf of the Lessee, the Lessee shall be responsible for the cost incurred in cleaning up the spill or discharge to the satisfaction of the Airport Manager.

5.14 INTERCEPTORS

If required by the Airport Manager, grease, oil and sand interceptors shall be provided by the Lessee. All interceptors shall be of a type and capacity approved by the Airport Manager and shall be readily accessible for cleaning and inspection. Such interceptors shall be maintained by the Lessee, at the expense of the Lessee, in continuous, efficient operation at all times.

5.15 REPAIR OF DAMAGE

If, any time or times hereafter, any damage or injury (ordinary wear and tear only excepted) should be occasioned to the said leased premises, or any part thereof, or to any works of the Lessor on the said airport by reason of or on account of the operations of the Lessee hereunder or any action taken or things done or maintained by virtue thereof, then, and in every such case, the Lessee shall, within a reasonable time upon notice thereof from the Airport Manager given in writing, repair, and restore the same in good, sufficient and workmanlike manner; in the event of failure on the part of the Lessee to so repair, the Airport Manager may, at his option, repair such damage or injury in which case the Lessee shall repay and reimburse the Lessor for all costs and expenses connected therewith or incidental thereto to the extent the Lessee is liable for the same in law plus such additional charge as may be applicable in accordance with the policies of the Lessor for administration and overhead forthwith upon receipt by the Lessee of appropriate accounts therefore from the Lessor. In the event of failure on the part of the Lessee to repair such damage or injury and in the event of non repair by the Lessor, the Lessee shall remain liable to the Lessor for the amount of such damage or injury to the extent the Lessee is liable therefore in law and payment of such amount shall be made by the Lessee to the Lessor forthwith, upon receipt by the Lessee of appropriate accounts therefore from the Lessor.

5.16 ERECTION AND MAINTENANCE OF BUILDINGS OR STRUCTURES

- (1) The Lessee shall not construct or erect any additional buildings or other structures on the said land without prior approval of the Lessor.
- (2) The Lessee shall not make any alterations to the said leased premises or facilities or services connected therewith or add any facilities or services, prior to receiving approval from the Airport Manager. The Lessee agrees to make the alterations at the Lessee's cost, in accordance with the requirements, terms and conditions specified and thereafter maintains the said alterations at the cost of the Lessee and to the satisfaction of the Airport Manager.

- (3) If, at any time during the term of the Lease, the Lessee defaults in its obligation of maintaining the said land and improvements, and every one of them, in accordance with the requirements of this Lease, the Airport Manager may give written notice, specifying the respect in which such maintenance is deficient, to the Lessee. If, within fifteen (15) days from the giving of such notice the default specified in such notice has not been remedied or (if the nature of such default reasonably requires more than fifteen (15) days to remedy and make right) the Lessee has not commenced or, having commenced, is not diligently completing the remedying of such default, or if such maintenance is not of a type satisfactory to the Airport Manager, the Lessor may enter upon the said land and improvements and perform such maintenance, at the cost and expense of the Lessee, plus such additional charges as may then be applicable, in accordance with the policies of the Lessor for administration and overhead; it being expressly understood and agreed that the Lessor shall not be under any obligation to perform any maintenance during the term of this Lease.

5.17 VESTING OF REPAIRS, ALTERATIONS, IMPROVEMENTS OR REPLACEMENTS

Any repairs, alterations, improvements or replacements made by the Lessee to the said lease premises which by their nature are determined to be fixtures shall upon termination of this Lease, except and subject as in this Lease otherwise specifically provided, be vested in title in the Lessor without any payment of compensation to the Lessee in respect of the said repairs, alterations, improvements or replacements; nevertheless the Lessor shall have the option of requiring or compelling the Lessee upon written notice to remove such repairs, alterations, improvements or replacements, and the Lessee shall be so bound to remove and shall restore the said leased premises to original condition all at the cost and expense of the Lessee and without any right on the part of the Lessee to seek compensation for any reason whatsoever.

5.18 PAYMENT OF TAXES

The Lessee shall pay or cause to be paid all rates, taxes and assessments of whatsoever description that may at any time during the existence of this Lease be lawfully imposed, and become due and payable, upon, or in respect of the said leased premises or any part thereof.

5.19 COMPLIANCE WITH REGULATIONS

- (1) The Lessee shall in all respects abide by and comply with all applicable lawful rules, regulations and by-laws of the Federal Government, Provincial Government, Municipal Government or any other governing body whatsoever and with all local police, health, or fire regulations or by-laws, in any manner affecting the said leased premises.
- (2) The Lessee shall abide by and comply with all regulations regarding traffic control, airport security, sanitation and all other regulations and directives relative to the management and operation of the said airport.

5:20 BUILDING SPECIFICATIONS

- (1) As of the commencement date of the lease agreement, the Lessee shall have two (2) years to complete construction of the building. If the building has not been Completed within the two (2) years, the Lessor will have the option to cancel the lease agreement.
- (2) The building may be a metal or pole construction. The exterior of the building must be metal clad using the colours of white, light blue or forest green. No silver galvanized sheeting will be approved.
- (3) The roof shall be a single pitch design running the full length of the building. No lean to additions will be allowed unless it is a necessity in order for the Lessee to conduct his/her business.

ARTICLE 6

ASSIGNMENT

The Lessee shall not make any assignment of this Lease, nor any transfer or sub-lease of the whole or any portion of the said leased premises demised or leased hereunder without obtaining the prior consent in writing of the Lessor to such assignment, transfer or sub-lease.

ARTICLE 7

LIABILITY AND INDEMNITY

7.01 CLAIM OR DEMAND

The Lessee shall not have any claim or demand against the Lessor or any of its officers, servants or agents for detriment, damage, accident or injury, of any nature whatsoever or howsoever caused to the said leased premises, or to any person or property, unless such damage or injury is due to the negligence of the Lessor or any of its officers, servants or agents while acting within the scope of his duties or employment.

7.02 INDEMNITY

The Lessee shall at all times indemnify and save harmless the Lessor or any of its officers, servants or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer, servant or agent of the Lessor while acting within the scope of his duties or employment.

ARTICLE 8

INSURANCE

In lieu of insurance the Lessee shall at all times indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of these Presents, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer or servant of the Town of Fort Frances while acting within the scope of his duties or employment.

ARTICLE 9

DEFAULT AND RE-ENTRY

9.01 DEFAULT AND RE-ENTRY

- (1) It is expressly agreed that:
- (a) if the Lessee shall be in default in the payment of rent or amounts collectable hereunder as rent, whether lawfully demanded or not, and such default shall continue for a period of 15 days after the rent has become due and payable; or
 - (b) if the Lessee shall be in default of any of its covenants or agreements hereunder (other than its covenant to pay rent or amounts collectable hereunder as rent) and such default shall continue for a period of 30 days (or such longer period as may be reasonably necessary to cure such default considering the nature thereof) after notice by the Lessor to the Lessee specifying with reasonable particularity the nature of such default and requiring the same to be remedied; or
 - (c) if the default set out in the notice given to the Lessee by the Lessor pursuant to paragraph (b) reasonably requires more time to cure than the thirty (30) day period referred to in that paragraph and the Lessee has not commenced remedying or curing the same within this thirty (30) day period or; in the opinion of the Lessor fails to diligently complete the same within a reasonable time; or

- (d) if the Lessee shall make an assignment for the benefit of creditors, or shall make an assignment or have a receiving order made against it under the Bankruptcy Act, or becoming bankrupt or insolvent shall made application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever, legislative or otherwise shall be taken with a view to the winding-up, dissolution or liquidation of the Lessee; then the current month's rent together with the rent for the three months next ensuing shall immediately become due and payable, if not already paid and at the option of the Lessor the term hereby granted shall become forfeited and void, and the Lessor may without notice or any form of legal process whatsoever forthwith re-enter into the said leased premises, or any part thereof in the name of the whole and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding.
- (2) Forfeiture of this Lease by the Lessee shall be wholly without prejudice to the right of the Lessor to recover arrears of rent or damages for any antecedent breach of covenant on the part of the Lessee, and notwithstanding any such forfeiture the Lessor may subsequently recover from the Lessee damages for loss of rent suffered by reason of the Lease having been determined prior to the end of the term of this Lease as set out herein and this clause and the rights hereunder shall survive the termination of this Lease whether by act of the parties or by operation of law.

9.02 LIEN

The Lessor shall have a lien upon the chattels, goods, supplies, articles, equipment, materials, effects or things of the Lessee for any loss or damage arising by reason of the breach of any of the conditions or provisions hereof, or the failure on the part of the Lessee to comply therewith.

ARTICLE 10

GENERAL

10.01 BRIBES

The Lessee hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of the Lessor for or with a view to obtaining this Lease any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

10.02 HEADINGS

Any note appearing as a heading in this Lease has been inserted for convenience and reference only, and of it-self cannot define, limit or expand the scope or meaning of the present Lease or any of its provisions.

10.03 DIFFERENCES

All matters of differences arising between the Lessor and the Lessee in any matter connected with or arising out of this Lease whether as to interpretation or otherwise, shall be determined by the Lessor but without prejudice to any recourse available under law.

10.04 EFFECT OF LEASE

This Lease and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns, as the case may be, of each of the parties hereto, subject to granting of consent by the Lessor as provided herein to any assignment, transfer or sub-lease of this Lease, and where there is a male, female or corporate party, the provisions hereof shall be read with all grammatical changes to gender and number required by the context, and all covenants and obligations shall be deemed joint and several.

10.05 PROVISIONS SEPARATELY VALID

If any covenant, obligation, agreement, term or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

10.06 WAIVER NEGATED

The failure by the Lessor or its authorized representative, as the case may be, to require the fulfilment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

10.07 NO IMPLIED OBLIGATIONS

No implied terms or obligations of any kind by or on behalf of the Lessor shall arise from anything in this Lease and the express covenants and agreements herein contained and made by the Lessor are the only covenants and agreements upon which any rights against the Lessor may be founded.

10.08 ENTIRE AGREEMENT

This Lease shall be deemed to constitute the entire agreement between the Lessor and the Lessee hereto with respect to the subject matter hereof and shall supersede all previous negotiations, representations, and documents in relation hereto made by any party to this Lease.

10.09 SURVEY MONUMENTS

The Lessee shall ensure that all legal or control survey monuments are protected and not disturbed, damaged, or destroyed during any construction or maintenance which may take place on the lands. Should any monuments be disturbed, damaged, or destroyed, the Lessee shall at its expense replace such monuments by a duly qualified Land Surveyor to the satisfaction of the Lessor. The Lessee shall be responsible for all legal and survey work, which may be required in connection with the Lease.

ARTICLE 11

NOTICES

- (1) Whenever in this Lease, it is required or permitted that notice or demand be given or served by either party of this Lease to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if forwarded by registered mail, priority post mail, telegram, telex or facsimile as follows:

To the Lessor: Town Clerk
 Town of Fort Frances
 320 Portage Avenue
 Fort Frances, Ontario
 P9A 3P9

To the Lessee: Shane Pope, NW Flying Inc.
 Box 6
 Nestor Falls, Ontario
 P0X 1K0

- (2) Such addresses may be changed from time to time by either party giving notice as above provided.
- (3) If any question arises as to whether any notice was or was not communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the day received or on the fifth day after it was mailed or sent, whichever is the earlier.

) THE CORPORATION OF THE
) TOWN OF FORT FRANCES

)

)

)

)

) Mayor

)

)

)

SIGNED, SEALED AND DELIVERED

) Clerk

)

by the Lessee in the presences of

)

)

)

)

Witness

Shane Pope

TOWN OF FORT FRANCES

BY-LAW NO. xx/16

(Being a by-law to authorize the entering into of a land lease agreement with Todd Lougheed at the Fort Frances Municipal Airport - the *Municipal Act*, 2001, S.O. 2001, c.25.)

WHEREAS on September 26, 2016, Council approved a report recommending the entering into of a land lease agreement for 25 years with Mr. Todd Lougheed for a 300 square meter hangar lot as of April 1, 2017.

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

- 1. That the lease agreement, in the form attached hereto as Schedule “A” to this by-law be approved for the Mayor and Clerk to sign and fix 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 26th day of September 2016.

R. Avis, Mayor

E. Slomke, Clerk

LAND LEASE

FORT FRANCES AIRPORT

2016 April

CONTENTS

Parties and Leased Land

Article 1	Definitions
Article 2	Purpose
Article 3	Term
3.01	Length of Term
3.02	Overholding Tenancy
3.03	Cancellation Privilege
3.04	Surrender of Premises
3.05	Termination
Article 4	Rent
4.01	Rent
4.02	Payment of Rent
4.03	Interest on Rent in Default
Article 5	Leased Premises, Services and Improvements
5.01	“As Is” Condition
5.02	Access
5.03	Maintenance of Leased Area
5.04	Additional Rights of the Town
5.05	Services
5.06	Temporary Suspension of Services
5.07	Reasonable Use
5.08	Nuisance
5.09	Environmental Protection Statutes
5.10	Police and Fire Protection
5.11	Fire Prevention
5.12	Advertising
5.13	Care, Custody and Control of Substances and Materials
5.14	Interceptors
5.15	Repair of Damage
5.16	Erection and Maintenance of Buildings or Structures
5.17	Vesting of Repairs, Alterations, Improvements or Replacements
5.18	Payment of Taxes
5.19	Compliance with Regulations
5:20	Building Specifications
Article 6	Assignment
Article 7	Liability and Indemnity
7.01	Claim or Demand
7.02	Indemnity
Article 8	Insurance
Article 9	Default and Re-Entry
9.01	Default and Re-Entry
9.02	Lien
Article 10	General
10.01	Bribes
10.02	Headings
10.03	Differences
10.04	Effect of Lease
10.05	Provisions Separately Valid
10.06	Waiver Negated
10.07	No Implied Obligations
10.08	Entire Agreements
10.09	Survey Monuments
Article 11	Notices
Execution of Lease	

Land Term Certain

THIS INDENTURE made this 1st Day of April 2016

BETWEEN:

THE CORPORATION OF THE
TOWN OF FORT FRANCES

(hereinafter called
“The Lessor”),

OF THE FIRST PART

- and-

TODD LOUGHEED

(hereinafter called
“The Lessee),

OF THE SECOND PART.

WITNESSES that the Lessor, in consideration of the rents, covenants, provisos and conditions hereinafter reserved and contained, has demised and leased, and, by this Lease, demises and leases to the Lessee:

ALL AND SINGULAR that parcel of land situated, lying and being comprised, at the Fort Frances Municipal Airport, the said land comprising of approximately 300 square meters more or less, and being more particularly shown on drawing hereto annexed as Schedule “A”.

AND the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

- (1) The word “Lessor” when used herein shall mean the Corporation of the Town of Fort Frances and shall include the Successors and Assigns of the Corporation of the Town of Fort Frances;
- (2) The word “Lessee” or other words relative thereto, or of like import, shall mean and include, irrespective of gender or number, the party or parties of the second part as above designated or described, and their or any of their executors, administrators, successors or assigns;
- (3) The words “Airport Manager” shall mean the Airport Superintendent, the person holding that position, or acting in the capacity of the Airport Superintendent, of the Fort Frances Municipal Airport, for the time being.

ARTICLE 2

PURPOSE

The said leased premises shall be used as a site for (hereinafter referred to as “the said building’)
and the said land shall be used for the construction of a hangar to be used for the storage and
maintenance of a private aircraft and for no other purpose or purposes whatsoever.

ARTICLE 3

TERM

3.01 LENGTH OF TERM

The Lessee shall have and hold the said leased premises, from and after the First (1st) day of April 2016 for a period of Twenty-Five (25) years and then fully to be completed and ended.

3.02 OVERHOLDING TENANCY

It is hereby agreed by and between the parties hereto that if the Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy at will and not a tenancy from year to year, and the Lessee shall pay as rent during the time of such occupancy a rent to be determined at the discretion of the Lessor, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy at will.

3.03 CANCELLATION PRIVILEGE

If by reason of fire, flood, lightning, tempest, earthquake, impact of aircraft, explosion, or Acts of God, or the Queen's enemies the said premises, shall at any time during the term hereby granted be destroyed or so damaged as to render the said premises unfit for occupancy, the Lessee will, then, have a period of ninety (90) days after such damage or destruction within which to decide whether or not it will repair. If the Lessee decides not to repairs, it may terminate this Lease by Notice, in writing, giving to the Lessor within the said ninety (90) day period; provided, however, that in the event of such notice being given to the Lessor pursuant to this clause, the rent reserved to the Lessor under this Lease shall be due and payable up to the date of restoration of the said land to the satisfaction of the Lessor.

3.04 SURRENDER OF PREMISES

At the expiration or sooner determination of the term of this Lease, the Lessee shall peaceably surrender and yield to the Lessor, in a condition satisfactory to the Lessor, the said land. The Lessee shall thereupon forthwith remove from the said land all chattels, goods, supplies, articles, equipment, materials, effects or things and shall also, to the satisfaction of the Lessor, repair all and every damage and injury occasioned to the premises of the Lessor by reason of such removal or in the performance thereof, but the Lessee shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatever. Unless required by the Lessor, no chattels, goods, supplies, articles, equipment, materials, effects or things shall be removed from the said land until all rent due or to become due under this lease is fully paid. The Town may, at his option, remove at the risk of and at the cost and expense of the Lessee, the chattels, goods, supplies, articles, equipment, materials, effects or things from the said land and the Lessee shall reimburse the Lessor forthwith upon receipt of appropriate accounts therefore and for any storage charges which may have been or will be incurred by the Lessor as a result of such removal. Where not removed by the Lessee, the Lessor may consider the chattels, goods, supplies, articles, equipment, materials, effects or things to be abandoned, and take title thereto in the name of the Lessor.

3.05 TERMINATION

The parties hereto agree that the Lessee may terminate this Lease Agreement upon giving the Lessor one year's written notice provided such notice will be effective as of the First (1st) day of April in the next year following.

ARTICLE 4

RENT

4.01 RENT

The Lessee shall pay during the currency of this Lease to the Lessor through the Fort Frances Municipal Airport in lawful money of Canada the following rent:

- (1) For the term commencing on the 1st day of April, 2016 and ending on the 31st day of March 2021:
- (2) Five Hundred and ninety six dollars and sixty four cents (\$596.64), HST included, per annum for land rent, payable in advance and, payment of rent shall be made by the Lessee without prior demand by the Lessor, to the Corporation of the Town of Fort Frances and delivered to:

Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9
Attention: Town Clerk
- (3) The land lease rate shall be renegotiated at the end of each Five (5) year term.

4.02 PAYMENT OF RENT

The Lessee shall pay all rent herein reserved at the time and in the manner in this Lease set forth, without any abatement or deduction whatever.

4.03 INTEREST ON RENT IN DEFAULT

Without waiving any other right of action of the Lessor in the event of default of payment of rent hereunder, in the even that the Lessee is delinquent after the date above appointed in making the payments required hereunder, the Lessee shall pay interest thereon at the rate of 15 per cent per annum (1.25% per cent per month, compounded), retroactive from the date any such amount is due and payable until paid. In order to reflect prevailing interest rates, the Lessor may review and adjust the interest rate from time to time.

ARTICLE 5

LEASED PREMISES, SERVICES AND IMPROVEMENTS

5.01 “AS IS” CONDITION

The Lessee accepts the said leased premises in an “as is” condition and improvements made to the said leased premises by the Lessee at any time during the currency of this lease, to make the said leased premises suitable for the operations of the Lessee hereunder, shall be at the risk, cost and expense of the Lessee and to the satisfaction of the Lessor.

5.02 ACCESS

- (1) The Lessor, its officer, servants or agents, shall have full and free access for inspection purposes during normal business hours and in the presence of the Lessee or a representative of the Lessee to any and every part of the said leased premises; it being expressly understood and agreed, however, that in cases of emergency, the Lessor, its officer, servants or agents shall at all times and for all purposes have full and free access to the said leased premises.
- (2) Subject as in this Lease provided, the Lessee shall have quiet possession of the said land, and the right of ingress and egress over the airport roadways subject to rules and regulations as may be established by the Lessor respecting such use.

5.03 MAINTENANCE OF LEASED AREA

The Lessee shall, at the cost and expense of the Lessee, maintain the landscaping and paved areas on the said land and shall keep the land free of debris and neat and tidy at all times, all to the satisfaction of the Airport Manager.

5.04 ADDITIONAL RIGHTS OF THE TOWN

The Lessor reserves the right to grant licenses, rights of way or privileges to others on, over, under, through or across the said land, provided, however, that such rights of way or privileges will not damage or disrupt permanently the physical facilities of the Lessee, will not impose any cost upon the Lessee, and will not weaken, diminish or impair the security of the Lease.

5.05 SERVICES

- (1) The Lessee shall construct improvement on the said land only in such manner that the surface drainage water on the said land will be discharged into the Lessor's drainage system, and plans for the construction of storm drainage services shall be subject to the approval in writing, of the Airport Manager prior to installation of such services, for compatibility with the field drainage channels serving the said land, all at the cost and expense of the Lessee.
- (2) The Lessee shall, at the cost and expense of the Lessee, provide complete and proper arrangements for the adequate sanitary handling and disposal away from the said airport of all trash, garbage and other refuse on or in connection with the Lessee's operations under this Lease, all to the satisfaction of the Airport Manager. Piling of crates, cartons, barrels or other similar items shall not be permitted in a public area on the said airport.
- (3) The Lessee shall be responsible at the cost and expense of the Lessee for making arrangements for all services not supplied by the Lessor, provided, however, that the plans and specifications for installation thereof must be approved by the Airport Manager and the work performed under the supervision of a designated officer of the Airport Manager.

5.06 TEMPORARY SUSPENSION OF SERVICES

Without limiting or restricting the generality of the provisions of Clause 7.01 hereof, the Lessee shall not have nor make any claim or demand, nor bring any action or suit of petition against the Lessor or any of its officers, servants or agents for damage which the Lessee may sustain by reason of any temporary suspension, interruption or discontinuance, in whole or in part from whatever cause arising in service supplies by the Lessor hereunder.

5.07 REASONABLE USE

The Lessee shall not, during the currency of this lease, do, suffer nor permit to be done any act or thing which may impair, damage or injure the said land, or any part thereof, beyond the damage occasioned by reasonable use, and shall, at the cost and expense of the Lessee, repair and renew in good, sufficient and workmanlike manner all portions of the said land which may at any time by the Lessee be damaged (ordinary wear and tear only excepted) and in the event of the failure on the part of the Lessee to so repair and review, the Lessee shall indemnify and save harmless the Lessor from all damages, costs and expenses suffered or incurred by the Lessor by reason of such impairment, damage or injury to the extent the Lessee is liable for the same in law, such payment to be made forthwith upon receipt of appropriate accounts therefore.

5.08 NUISANCE

The Lessee shall not do, suffer or permit to be done any act or thing upon or above the said land, which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the said land or to the public generally.

5.09 ENVIRONMENTAL PROTECTION STATUTES

The Lessee shall accede to and abide by Federal Environmental Protection Statutes and regulations and by-laws and any regulations thereto and appropriate Provincial, Territorial and/or Municipal or local Environmental Protection Statutes and regulations and by-laws.

5.10 POLICE AND FIRE PROTECTION

The Lessor shall not be responsible for providing fire protection to nor policing of, the said land and any improvements by virtue of this lease agreement.

5.11 FIRE PREVENTION

The Lessee shall, at the expense of the Lessee, take all precautions to prevent fire from occurring in or about the said leased premises, and shall observe and comply with all laws and regulations in force respecting fires at the said airport, and with all instructions given from time to time by the Airport Manager with respect to fires and extinguishing of fires.

5.12 ADVERTISING

The Lessee shall not construct, erect, place or install on the said land any poster, advertising sign or display, electrical or otherwise, without first obtaining the consent, in writing, of the Airport Manager.

5.13 CARE, CUSTODY AND CONTROL OF SUBSTANCES AND MATERIALS

The Lessee shall not spill or discharge or permit to be spilled or discharged, intentionally or otherwise, any deleterious, noxious, contaminated or poisonous substances and materials (including but not restricted to fuel and other petroleum products), all as determined by the Airport Manager whose decision shall be final, onto airport lands or into airport sewer systems, storm drains or surface drainage facilities.

In the event of a spill or discharge of the said substances and materials which are, at the time of occurrence, under the care, custody and control of the Lessee or person acting on behalf of the Lessee, the Lessee shall be responsible for the cost incurred in cleaning up the spill or discharge to the satisfaction of the Airport Manager.

5.14 INTERCEPTORS

If required by the Airport Manager, grease, oil and sand interceptors shall be provided by the Lessee. All interceptors shall be of a type and capacity approved by the Airport Manager and shall be readily accessible for cleaning and inspection. Such interceptors shall be maintained by the Lessee, at the expense of the Lessee, in continuous, efficient operation at all times.

5.15 REPAIR OF DAMAGE

If, any time or times hereafter, any damage or injury (ordinary wear and tear only excepted) should be occasioned to the said leased premises, or any part thereof, or to any works of the Lessor on the said airport by reason of or on account of the operations of the Lessee hereunder or any action taken or things done or maintained by virtue thereof, then, and in every such case, the Lessee shall, within a reasonable time upon notice thereof from the Airport Manager given in writing, repair, and restore the same in good, sufficient and workmanlike manner; in the event of failure on the part of the Lessee to so repair, the Airport Manager may, at his option, repair such damage or injury in which case the Lessee shall repay and reimburse the Lessor for all costs and expenses connected therewith or incidental thereto to the extent the Lessee is liable for the same in law plus such additional charge as may be applicable in accordance with the policies of the Lessor for administration and overhead forthwith upon receipt by the Lessee of appropriate accounts therefore from the Lessor. In the event of failure on the part of the Lessee to repair such damage or injury and in the event of non repair by the Lessor, the Lessee shall remain liable to the Lessor for the amount of such damage or injury to the extent the Lessee is liable therefore in law and payment of such amount shall be made by the Lessee to the Lessor forthwith, upon receipt by the Lessee of appropriate accounts therefore from the Lessor.

5.16 ERECTION AND MAINTENANCE OF BUILDINGS OR STRUCTURES

- (1) The Lessee shall not construct or erect any additional buildings or other structures on the said land without prior approval of the Lessor.
- (2) The Lessee shall not make any alterations to the said leased premises or facilities or services connected therewith or add any facilities or services, prior to receiving approval from the Airport Manager. The Lessee agrees to make the alterations at the Lessee's cost, in accordance with the requirements, terms and conditions specified and thereafter maintains the said alterations at the cost of the Lessee and to the satisfaction of the Airport Manager.

- (3) If, at any time during the term of the Lease, the Lessee defaults in its obligation of maintaining the said land and improvements, and every one of them, in accordance with the requirements of this Lease, the Airport Manager may give written notice, specifying the respect in which such maintenance is deficient, to the Lessee. If, within fifteen (15) days from the giving of such notice the default specified in such notice has not been remedied or (if the nature of such default reasonably requires more than fifteen (15) days to remedy and make right) the Lessee has not commenced or, having commenced, is not diligently completing the remedying of such default, or if such maintenance is not of a type satisfactory to the Airport Manager, the Lessor may enter upon the said land and improvements and perform such maintenance, at the cost and expense of the Lessee, plus such additional charges as may then be applicable, in accordance with the policies of the Lessor for administration and overhead; it being expressly understood and agreed that the Lessor shall not be under any obligation to perform any maintenance during the term of this Lease.

5.17 VESTING OF REPAIRS, ALTERATIONS, IMPROVEMENTS OR REPLACEMENTS

Any repairs, alterations, improvements or replacements made by the Lessee to the said lease premises which by their nature are determined to be fixtures shall upon termination of this Lease, except and subject as in this Lease otherwise specifically provided, be vested in title in the Lessor without any payment of compensation to the Lessee in respect of the said repairs, alterations, improvements or replacements; nevertheless the Lessor shall have the option of requiring or compelling the Lessee upon written notice to remove such repairs, alterations, improvements or replacements, and the Lessee shall be so bound to remove and shall restore the said leased premises to original condition all at the cost and expense of the Lessee and without any right on the part of the Lessee to seek compensation for any reason whatsoever.

5.18 PAYMENT OF TAXES

The Lessee shall pay or cause to be paid all rates, taxes and assessments of whatsoever description that may at any time during the existence of this Lease be lawfully imposed, and become due and payable, upon, or in respect of the said leased premises or any part thereof.

5.19 COMPLIANCE WITH REGULATIONS

- (1) The Lessee shall in all respects abide by and comply with all applicable lawful rules, regulations and by-laws of the Federal Government, Provincial Government, Municipal Government or any other governing body whatsoever and with all local police, health, or fire regulations or by-laws, in any manner affecting the said leased premises.
- (2) The Lessee shall abide by and comply with all regulations regarding traffic control, airport security, sanitation and all other regulations and directives relative to the management and operation of the said airport.

5:20 BUILDING SPECIFICATIONS

- (1) As of the commencement date of the lease agreement, the Lessee shall have two (2) years to complete construction of the building. If the building has not been Completed within the two (2) years, the Lessor will have the option to cancel the lease agreement.
- (2) The building may be a metal or pole construction. The exterior of the building must be metal clad using the colours of white, light blue or forest green. No silver galvanized sheeting will be approved.
- (3) The roof shall be a single pitch design running the full length of the building. No lean to additions will be allowed unless it is a necessity in order for the Lessee to conduct his/her business.

ARTICLE 6

ASSIGNMENT

The Lessee shall not make any assignment of this Lease, nor any transfer or sub-lease of the whole or any portion of the said leased premises demised or leased hereunder without obtaining the prior consent in writing of the Lessor to such assignment, transfer or sub-lease.

ARTICLE 7

LIABILITY AND INDEMNITY

7.01 CLAIM OR DEMAND

The Lessee shall not have any claim or demand against the Lessor or any of its officers, servants or agents for detriment, damage, accident or injury, of any nature whatsoever or howsoever caused to the said leased premises, or to any person or property, unless such damage or injury is due to the negligence of the Lessor or any of its officers, servants or agents while acting within the scope of his duties or employment.

7.02 INDEMNITY

The Lessee shall at all times indemnify and save harmless the Lessor or any of its officers, servants or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer, servant or agent of the Lessor while acting within the scope of his duties or employment.

ARTICLE 8

INSURANCE

In lieu of insurance the Lessee shall at all times indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of these Presents, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer or servant of the Town of Fort Frances while acting within the scope of his duties or employment.

ARTICLE 9

DEFAULT AND RE-ENTRY

9.01 DEFAULT AND RE-ENTRY

- (1) It is expressly agreed that:
- (a) if the Lessee shall be in default in the payment of rent or amounts collectable hereunder as rent, whether lawfully demanded or not, and such default shall continue for a period of 15 days after the rent has become due and payable; or
 - (b) if the Lessee shall be in default of any of its covenants or agreements hereunder (other than its covenant to pay rent or amounts collectable hereunder as rent) and such default shall continue for a period of 30 days (or such longer period as may be reasonably necessary to cure such default considering the nature thereof) after notice by the Lessor to the Lessee specifying with reasonable particularity the nature of such default and requiring the same to be remedied; or
 - (c) if the default set out in the notice given to the Lessee by the Lessor pursuant to paragraph (b) reasonably requires more time to cure than the thirty (30) day period referred to in that paragraph and the Lessee has not commenced remedying or curing the same within this thirty (30) day period or; in the opinion of the Lessor fails to diligently complete the same within a reasonable time; or

- (d) if the Lessee shall make an assignment for the benefit of creditors, or shall make an assignment or have a receiving order made against it under the Bankruptcy Act, or becoming bankrupt or insolvent shall made application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever, legislative or otherwise shall be taken with a view to the winding-up, dissolution or liquidation of the Lessee; then the current month's rent together with the rent for the three months next ensuing shall immediately become due and payable, if not already paid and at the option of the Lessor the term hereby granted shall become forfeited and void, and the Lessor may without notice or any form of legal process whatsoever forthwith re-enter into the said leased premises, or any part thereof in the name of the whole and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding.
- (2) Forfeiture of this Lease by the Lessee shall be wholly without prejudice to the right of the Lessor to recover arrears of rent or damages for any antecedent breach of covenant on the part of the Lessee, and notwithstanding any such forfeiture the Lessor may subsequently recover from the Lessee damages for loss of rent suffered by reason of the Lease having been determined prior to the end of the term of this Lease as set out herein and this clause and the rights hereunder shall survive the termination of this Lease whether by act of the parties or by operation of law.

9.02 LIEN

The Lessor shall have a lien upon the chattels, goods, supplies, articles, equipment, materials, effects or things of the Lessee for any loss or damage arising by reason of the breach of any of the conditions or provisions hereof, or the failure on the part of the Lessee to comply therewith.

ARTICLE 10

GENERAL

10.01 BRIBES

The Lessee hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of the Lessor for or with a view to obtaining this Lease any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

10.02 HEADINGS

Any note appearing as a heading in this Lease has been inserted for convenience and reference only, and of it-self cannot define, limit or expand the scope or meaning of the present Lease or any of its provisions.

10.03 DIFFERENCES

All matters of differences arising between the Lessor and the Lessee in any matter connected with or arising out of this Lease whether as to interpretation or otherwise, shall be determined by the Lessor but without prejudice to any recourse available under law.

10.04 EFFECT OF LEASE

This Lease and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns, as the case may be, of each of the parties hereto, subject to granting of consent by the Lessor as provided herein to any assignment, transfer or sub-lease of this Lease, and where there is a male, female or corporate party, the provisions hereof shall be read with all grammatical changes to gender and number required by the context, and all covenants and obligations shall be deemed joint and several.

10.05 PROVISIONS SEPARATELY VALID

If any covenant, obligation, agreement, term or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

10.06 WAIVER NEGATED

The failure by the Lessor or its authorized representative, as the case may be, to require the fulfilment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

10.07 NO IMPLIED OBLIGATIONS

No implied terms or obligations of any kind by or on behalf of the Lessor shall arise from anything in this Lease and the express covenants and agreements herein contained and made by the Lessor are the only covenants and agreements upon which any rights against the Lessor may be founded.

10.08 ENTIRE AGREEMENT

This Lease shall be deemed to constitute the entire agreement between the Lessor and the Lessee hereto with respect to the subject matter hereof and shall supersede all previous negotiations, representations, and documents in relation hereto made by any party to this Lease.

10.09 SURVEY MONUMENTS

The Lessee shall ensure that all legal or control survey monuments are protected and not disturbed, damaged, or destroyed during any construction or maintenance which may take place on the lands. Should any monuments be disturbed, damaged, or destroyed, the Lessee shall at its expense replace such monuments by a duly qualified Land Surveyor to the satisfaction of the Lessor. The Lessee shall be responsible for all legal and survey work, which may be required in connection with the Lease.

ARTICLE 11

NOTICES

- (1) Whenever in this Lease, it is required or permitted that notice or demand be given or served by either party of this Lease to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if forwarded by registered mail, priority post mail, telegram, telex or facsimile as follows:

To the Lessor: Town Clerk
 Town of Fort Frances
 320 Portage Avenue
 Fort Frances, Ontario
 P9A 3P9

To the Lessee: Todd Lougheed
 Box 514
 Nestor Falls, Ontario
 P0X 1K0

- (2) Such addresses may be changed from time to time by either party giving notice as above provided.
- (3) If any question arises as to whether any notice was or was not communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the day received or on the fifth day after it was mailed or sent, whichever is the earlier.

) THE CORPORATION OF THE

) TOWN OF FORT FRANCES

)

)

)

)_____

) Mayor

)

)

) _____

SIGNED, SEALED AND DELIVERED

) Clerk

)

by the Lessee in the presences of

)

)

)

) _____

Witness

Todd Lougheed

TOWN OF FORT FRANCES

BY-LAW NO. xx/16

Being a by-law to approve an agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) for funding for a Programming & Events Coordinator Intern (Museum) from the Northern Ontario Internship Program- the Municipal Act, 2001, S.O. 2001, c.22, section 1

WHEREAS on April 14, 2016, Council approved the submission of an application with the Northern Ontario Heritage Fund Corporation (NOHFC) under the Northern Ontario Internship Program for purposes of hiring a Programming & Events Coordinator Intern at the Fort Frances Museum.

AND WHEREAS on September 26, 2016, Council approved a report from J. Kabel, Manager of Community Services which received support from the Community Services Executive Committee to authorize the entering into of a funding agreement with the Northern Ontario Heritage Fund Corporation for a one-year internship.

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

1. That the agreement in the form attached hereto as Schedule “A” with the Northern Ontario Heritage Fund Corporation 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 26th day of September 2016.

R. Avis, Mayor

E. Slomke, Clerk

Internship Project Number: 8501358

SCHEDULE B**POSITION DETAILS/JOB DESCRIPTION AND FINANCIAL INFORMATION****A. POSITION DETAILS/JOB DESCRIPTION – REFER TO SECTION E OF APPLICATION****JOB TITLE:** Programming & Events Coordinator Intern**JOB DESCRIPTION:**

TOWN OF FORT FRANCES on behalf of the Fort Frances Museum and Cultural Centre wishes to hire a Programming & Events Coordinator Intern. The objective of the **Programming & Events Coordinator Intern** is to develop interactive programming around permanent exhibit themes, and work with our Canada 150 committees on related programming and community events.

The key duties/responsibilities the intern will undertake during this placement include:

- Ensure that programming in the next year reflects the museum's permanent and temporary exhibit themes;
- Introduce interactive programming into permanent exhibits (local history) through the use of tablets, video and audio clips;
- Expand upon the programming planned in conjunction with Canada 150 exhibits and events, including a winter carnival that will feature heritage activities: i.e. sleigh rides, snowshoe races, putting up ice, setting a net, trapping, etc.;
- Develop specific programming aimed at school aged children;
- Plan celebratory events, specifically a heritage themed winter carnival and Canada Day party;
- Identify what stories can best be adapted to the programming and events; and,
- Ensure programming is geared to all age levels to ensure community participation in Canada 150 celebrations is inclusive to all.

B. FINANCIAL INFORMATION**START DATE: September 25, 2016****END DATE: September 24, 2017**

# OF WEEKS	HOURS PER WEEK	HOURLY RATE	WEEKLY RATE	TOTAL WAGES	NOHFC CONTRIBUTION	NOHFC % OF ELIGIBLE COSTS*
52	35	\$19.20	\$672.00	\$34,944.00	\$31,500.00	90%

* **Note:** "NOHFC's % of Eligible Costs" is based on the weekly rate set out above. If the Employer pays the Intern more or less than that weekly wage, NOHFC will adjust the percentage accordingly so that in any event the maximum NOHFC contribution per week does not exceed the weekly rate set out above multiplied by the percentage set out above.

Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Thursday, September 08, 2016 2:19 PM
To: Lisa Slomke
Subject: What's the Impact of Climate Change on Your Municipality?
Attachments: 16ESRegFormOnly.pdf

Let me Google this for you:

[Energy Ontario](#) - 79 million results

[Climate Change Ontario](#) - 17.7 million results

[Impact of Energy and Climate Change Policy on Ontario Municipalities](#) - 789,000 results

With so many results, how do you filter down to what you need? What is the answer to “*how do I prepare my municipality for the impact of climate change and energy policy in Ontario?*” This question is what guides the conversations at the new **Energy Now and into the Future Symposium** being presented this Fall.

Join other municipal leaders in a two-day event that will lead you to the ultimate takeaway: the resources to ensure your municipality takes vital steps to be resilient in the face of climate change.

Book your room today at the [Holiday Inn Toronto Airport](#) (970 Dixon Rd) for November 3rd and 4th and prepare for two highly insightful days that will look at:

- Setting the stage: where we are today and where we need to be in the future
- The Hard Questions of Electricity in Ontario
- Energy and Air – a relationship in currents
- The Big Picture – lessons we can learn from neighbours, big and small
- What is Beyond 2020
- Opportunities of Cap and Trade, and more...

Day two will conclude with an afternoon of guided planning under three streams: small municipality or limited capacity; mid-sized municipality or modest capacity and large municipality or strong capacity – where groups will share their challenges and be introduced to opportunities for the future.

Don't miss out on this event; space is limited to 150 Heads of Council. Register today using the attached registration form or visit us online to register [online](#).

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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Thursday, September 08, 2016 4:32 PM
To: Lisa Slomke
Subject: AMO Policy Update

September 8, 2016

Add your voice to *What's Next Ontario*?

The looming fiscal gap facing Ontario's municipalities for the next ten years was a major theme of this year's AMO conference. You've shared your challenges and we've documented a \$3.6 billion annual gap if we are to close the infrastructure gap and provide for future operating needs. How can the gap be narrowed? This fall add your voice to the municipal conversation about possible solutions.

Between Labour Day and Thanksgiving Day, AMO will be hosting as many discussions with as many municipal elected officials as we possibly can. Invitations are going randomly to at least one elected official in every member municipal government across the province to attend one of thirteen, small, face to face, regional meetings being held this fall.

We will also be hosting a series of webinars from September 26 to October 12 to enable as many other members the opportunity to participate directly in What's Next Ontario? We encourage all elected officials to participate. Webinar signup details can be found [here](#).

Additional background material regarding What's Next Ontario can be found [here](#):

Add your voice. This is an opportunity for us to work together to determine the direction for our own fiscal future.



Lynn Dollin
 AMO President

AMO Contact: Matthew Wilson, Senior Advisor, mwilson@amo.on.ca - 416-971-9856 Ext. 323.

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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Monday, September 12, 2016 4:11 PM
To: Lisa Slomke
Subject: AMO Policy Update - Speech from the Throne Emphasizes Action on Electricity Costs

September 12, 2016

Speech from the Throne Emphasizes Action on Electricity Costs

The Ontario Legislative Assembly opened its Fall 2016 session today with Lieutenant Governor Elizabeth Dowdeswell delivering Premier Kathleen Wynne's government's second Throne Speech entitled "A Balanced Plan to Build Ontario Up for Everyone". This Speech from the Throne was focused on reducing electricity costs for Ontario residents and businesses. Municipal governments will find the following items of particular interest.

Energy

Electricity rates impact many, from bottom line operating costs to residents' standard of living and our overall economic competitiveness.

The speech noted that the move toward a cleaner and more reliable electricity system in Ontario had increased costs to residential and business energy consumers. While noting the government's previous moves to contain costs through some renegotiated green energy agreements, consumer programs and conservation incentives delivered through Local Distribution Companies, the speech announced their intent to move forward with additional support to reduce Ontarians' electricity costs.

- **HST Rebate:** The government will rebate the cost to consumers and small businesses of the eight per cent Harmonized Sales Tax (HST) on electricity bills to make them more affordable starting in January 2017.
- **Rural Electricity Costs:** In addition to the new HST rebate, the government will move to "significantly enhance" the existing rural support program so that rural electricity consumers can save up to 20 per cent on their existing costs for electricity.
- **Industrial Conservation Initiative:** For industrial users, the government will expand eligibility for the Industrial Conservation Initiative to help industrial electricity users shift their consumption to non-peak periods yielding savings of up to 34 per cent.

Further details will be forthcoming on these actions. In addition, we'll be investigating what opportunities might exist for municipal savings. While providing rate relief to some consumers, the structure of the hydro system remains unchanged.

Climate Change

The government's commitment to climate change and cap and trade policy was reaffirmed and that cap and trade revenues will be available next year for reinvestment in greenhouse gas (GHG) reduction projects and helping residents and businesses invest in technologies which reduce GHGs.

Infrastructure

The government's existing commitment to infrastructure in the Throne Speech was highlighted. The government will spend \$160 billion over 12 years in this area. It also reaffirmed that the government would work with the federal government to provide its Phase 2 infrastructure funding. We are awaiting the Phase 1 Clean Water, Wastewater, and Stormwater Funding (CWWF) in Ontario. The Province is committed to facilitating access to the Ring of Fire.

Roads and Bridges:

It was said that 5,000 km of roads would be built or repaved and more than 750 bridges will be built, repaired or rebuilt – with almost half of these roads and 200 of these bridges being in Northern Ontario.

Transit:

The government also restated its commitment to invest in regional and local light rapid transit, noting that GO regional rail expansion will significantly increase trips while light rail systems in Waterloo, Hamilton, Ottawa, Toronto, and Mississauga will be established.

Child Care

The provincial government will provide funding and work with school boards and municipalities to expand community hubs. It will also increase child care spaces by an additional 100,000 across the province in the next five years to support parents.

Fiscal

The Province recommitted that the 2017/18 provincial budget will be a balanced budget. It will be important to see how new commitments of today's Throne Speech are reflected in its financial plan. Stay tuned for the Fall Economic Statement expected later this year as it is often accompanied by an Omnibus Bill that can have items of significance for municipal governments.

It is understood that all government bills on the order paper as of September 8th will be reintroduced. We will be monitoring what happens to a number of private members' bills of interest to the municipal sector and whether they are also reintroduced and debated. These include items on human trafficking, use of safety cameras, and land use planning.

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

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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Wednesday, September 14, 2016 11:36 AM
To: Lisa Slomke
Subject: NEW FUNDING ANNOUNCEMENT

September 14, 2016

AMO Welcomes Formula Allocation for New Federal and Provincial Clean Water Funding

Today the Governments of Canada and Ontario announced the intake of Phase 1 Clean Water and Wastewater Fund (CWWF) projects. Funding will support all municipal governments and their respective water, wastewater or storm water projects. Federal and provincial funding for this program is \$840 million. With municipal contributions, this will provide more than \$1.1 billion to support projects. This reflects a 50-25-25 per cent contribution by federal, provincial and municipal governments.

As announced in the federal 2016 Budget, the Clean Water and Wastewater Fund (CWWF) provides about \$570 million to support the maintenance and state of good repair projects in Ontario. Federal funding can be used for up to 50 per cent of eligible projects. While projects are to be completed by March 2018, the federal Minister has the ability to accept some projects that are longer in length and the federal budget allocated 25% of the funds in 2019 to accommodate this possibility.

The Government of Ontario is providing about \$270 million in new funding as its contribution. In addition, for those recipients of the Ontario Community Infrastructure Fund (OCIF) will have the flexibility to use those monies toward the 25% municipal contribution of this Phase 1, CWWF.

Funding will be allocated to municipalities on a formula system based on their proportion of water, wastewater and stormwater infrastructure and economic conditions. The funding will also have a base component of \$50,000 federal and \$25,000 provincial funds to ensure an adequate level of funding for all municipalities. The intake process will capture project information to ensure eligibility requirements are met through a short provincial and federal approval process.

Allocation and key program information is being emailed by the Province to municipal governments with follow up letters to municipal CAOs, Clerks and Treasurers. Intake proposal deadline is October 31, 2016.

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

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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Wednesday, September 21, 2016 4:33 PM
To: Lisa Slomke
Subject: INVITATION REMINDER TO ALL AMO MEMBERS

September 21, 2016

More Participation Opportunities in *What's Next Ontario?*

Since Labour Day, AMO has hosted over a dozen small, face-to-face sessions with municipal elected officials across the Province to discuss the *What's Next Ontario?* project. *What's Next Ontario* presents the looming fiscal gap facing Ontario's municipalities for the next ten years, and explores the sector-wide solutions that could possibly narrow that gap.

We are working to make sure that all AMO members have the opportunity to participate and provide feedback directly into the *What's Next Ontario?* project. We have appreciated the feedback to date, and would like to highlight the two additional ways you can participate.

Upcoming Sessions in Northern Ontario

We are hosting two in-person sessions in October and we encourage everyone to attend and provide feedback. The dates and locations include:

- **Timmins, Ontario – Tuesday, October 11, 2016 from 1-3pm**
- **Dryden, Ontario – Wednesday, October 19, 2016 from 1-3pm**

If you wish to participate in these sessions, please send a request to Evelyn Armogan by email at EArmogan@amo.on.ca, or by phone at 416-971-9856 Ext. 326.

Missed a Session? Participate by Webinar!

AMO will also be hosting nine webinars between **Monday, September 26th** and **Wednesday, October 12th** to provide AMO members with the opportunity to participate from the comfort of your own offices. Please sign up today! The full schedule and sign up details can be found [here](#).

Additional background material regarding What's Next Ontario? can be found [here](#).

This is an opportunity for us to work together to determine the direction for our own fiscal future. Please take the time to add your voice to this important conversation.



Lynn Dollin
AMO President

AMO Contact: Matthew Wilson, Senior Advisor, mwilson@amo.on.ca - 416-971-9856 Ext. 323.

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MUNICIPAL PROPERTY ASSESSMENT CORPORATION

September 12, 2016

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



Dear Mayor Avis:

Further to the letter of July 22, 2015 from Dan Mathieson, Chair of the Municipal Property Assessment Corporation's (MPAC) Board of Directors, I am writing to provide an update regarding MPAC's plans for its Fort Frances office.

As communicated previously, MPAC is amalgamating and/or relocating some of its offices as part of our Facilities Renewal Plan, a province-wide initiative aimed at continuing to improve service delivery to municipalities and property owners while managing our costs. As part of this plan, MPAC's Fort Frances office will relocate from 130 Second Street East to 281 Second Street East on October 12, 2016.

We look forward to continuing to serve your municipality and surrounding communities from our new location.

If you have any questions or concerns, please contact me at 905 837-6150.

Yours truly,

Antoni Wisniowski
 President and Chief Administrative Officer

Copy Doug Brown, Chief Administrative Officer, Town of Fort Frances
 MPAC Board of Directors
 Rose McLean, Vice-President and Chief Operating Officer, MPAC
 Linda Hall, Vice-President, Strategic Communications and Marketing, MPAC
 Carla Y. Nell, Vice-President, Municipal and Stakeholder Relations, MPAC
 Nicole McNeill, Vice-President and Chief Financial Officer, MPAC
 Walter Veneruzzo, Director, Valuation and Customer Relations, MPAC
 Mary Dawson-Cole, Regional Manager, Municipal and Stakeholder Relations, MPAC

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 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 impact of 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 Naturalize 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 event@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.
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ENERGY NOW and into the FUTURE

Municipal Energy Champions are coming together to discuss ideas, opportunities, best practices and practical tools as they explore and shape Ontario's energy future.

Why Attend: The future of energy in Ontario has a new path, and Municipal Leaders are helping pave it.

This two day event will help you build your municipal plan for adapting to and adopting new ideas that will benefit both the climate and the economy of your home area.

When: November 3rd and 4th, 2016

How Much: \$150 plus HST

Where: Holiday Inn Toronto Airport,
970 Dixon Road

To book a room please call 416.675.7611 and let them know you are attending the AMO Energy Symposium. Room rates are \$119 per night for a standard room. Please note special rates have not been negotiated for other room types.

What is on the program*?

Over the course of two days plenary sessions will explore:

- Prologue: What Has Happened and Where We are Today
- Grading Ontario Energy
- The Hard Questions on Electricity
- Current Relationships - Energy and Air
- What's Going on in Other Places
- Micro Grids
- Storage Solutions
- Energy Sources and Best Use Practices
- Beyond 2020
- Tackling Transportation
- Building Better Buildings
- Distributed Generation and Storage
- Cap and Trade Opportunities for Your Municipality

* Topics subject to change, please visit amo.on.ca/Events/ES for the most up-to-date program

The afternoon of Day two (November 4) will be divided into three streams. These workshops will help you develop a checklist and work plan for you and your municipality to work through.

- Stream 1 is geared to small municipalities (under 10,000 population) or for those who have limited capacity in energy planning.
- Stream 2 is geared to municipalities with a population of up to 50,000 or have some capacity in energy planning.
- Stream 3 is geared to large municipalities who have started energy planning and have strong capacity in this role.



Energy Now and Into the Future

A Symposium for Municipal Leaders

Registration Form

November 3 and 4, 2016

Holiday Inn Toronto International Airport, 970 Dixon Rd, Toronto

Name _____

Municipality/Organization _____

Title _____

Twitter Handle _____

Mailing Address _____

Municipality _____ Province _____ Postal Code _____

Primary Telephone _____ E-mail Address _____

Registration Fees:

Full Symposium: \$150 plus HST (\$169.50)

Registration includes: lunch and dinner reception on November 3; breakfast and lunch on November 4.

Day Two Selection: Afternoon sessions on November 4th, will be instructor led workshops that will help you build your checklist for a low carbon future for your municipality. Each session will be targeted by size of municipality.

Please select one STREAM option

- ☐ Stream 1: Under 10,000 OR new to energy planning
- ☐ Stream 2: 10,000 to 50,000 OR modest capacity
- ☐ Stream 3: Over 50,000 OR greater capacity

Please let us know if you have any specific dietary or accessibility needs:

Please send completed forms to:

Fax: 416.971.9872

E-mail: events@amo.on.ca

Mail: Attn: AMO Events: 200 University Avenue, Suite 801, Toronto, ON, M5H 3C6

Cancellation Policy:

All conference refund requests must be submitted in writing to events@amo.on.ca before October 3, 2016, for a full refund, less a \$85 plus HST (\$96.05) processing fee. No refunds will be given after October 3, 2016

Substitution Policy:

Delegates may substitute in their place another delegate at any time, including on-site.

Payment Information

☐ Invoice Me (option only available to Member municipalities)

☐ Cheque enclosed please make cheque payable to

Association of Municipalities of Ontario
HST: 10673294RT001

☐ MasterCard ☐ Visa

Credit Card # _____

Expiry Date _____

Signature _____

Name on Card _____

By completing this registration form you are providing AMO with consent to send information on all activities related to current and future courses on the topic of Energy. If you wish to no longer receive information from AMO please contact optout@amo.on.ca to unsubscribe.



TEACHERS OF ENGLISH
AS A SECOND LANGUAGE
ASSOCIATION OF ONTARIO

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Toronto, Ontario M5B 1L2
T 416-593-4243 F 416-593-0164
TF 1-800-327-4827
administration@teslontario.org
www.teslontario.org

September 12, 2016



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

Your Worship,

We are delighted that your community has proclaimed the week of November 20th to 26th, 2016 as English as a Second Language Week and we wish to thank you for your continuing support in this regard.

Many ESL communities are in the process of planning local events and activities for this week. We invite you to check our web site at <http://www.teslontario.net/esl-week> in the months prior to ESL Week in November for more information.

The culmination of ESL Week is our 44th TESL Ontario Annual Conference "Recognizing Abilities & Possibilities" which will be held on November 24th and 25th, 2016, at the Sheraton Centre in Downtown Toronto. Our Conference Program Brochure will be able to be viewed on the TESL Ontario website by mid-October at the following link:
<http://www.teslontario.net/conference/brochure>.

If you or any of your Council members ever have any questions about TESL Ontario, the work that we do, ESL Week, or the TESL Ontario Conference, please let us know.

TESL Ontario, as well as the instructors and learners in your community, appreciates your support.

Yours sincerely,

James Papple
Chair
TESL Ontario

TOWN OF FORT FRANCESMINUTESMEETING NO. # 1MARCH 17, 2016

The meeting of Fort Frances Municipal Non-Profit Housing Corporation was held in the Committee Room, Civic Centre on March 17, 2016 from 11:42 a.m. to 12:09 p.m.

PRESENT: Charleen Mallory, Andrew Hallikas, Gordon McBride, Wendy Brunetta, Doug Kitowski, Elizabeth Slomke and Kathryn Lawson.

ALSO PRESENT: Mark McCaig, CAO, Sandra Weir, Integrated Services Manager, Rainy River District Social Services Administration Board.

REGRETS: Nick Wihnan

1. Call to Order - 11:42 a.m.

1.1 Approval of the March 17th, 2016 Agenda.

01/16 Hallikas-McBride: THAT the March 17, 2016 agenda as prepared be approved.

CARRIED

2. Non-agenda Committee items which because of urgency cannot be deferred to a subsequent meeting, identified to be considered later in the meeting.

2.1 None were identified.

3. Disclosure of pecuniary interest and the general nature thereof

None were identified.

4. Approval of Previous Minutes

4.1 December 15, 2015 - Annual General Meeting Minutes.
- Sandra Weir's name will be added to those present - housekeeping amendment.

02/16 Hallikas-McBride: THAT the minutes of the Annual General Meeting dated December 15, 2015 be approved as distributed.

CARRIED

4.2 Adoption of the Fort Frances Municipal Non-Profit Housing Corporation minutes for the year ending 2015.

03/16 McBride-Hallikas: THAT minutes of the Fort Frances Municipal Non-Profit Housing Corporation Board for the year ending 2015 be hereby adopted.

CARRIED

5. In-Camera

- No items were identified.

6. Items Referred

No items were referred.

7. New Business

7.1 Current year capital forecast.
-Sandra Weir provided this material for informational purposes and updated members.

7.2 Prior year 4th quarter financial statement - November 30th and December 31st, 2015.

(presented by S. Weir) At the request of BDO a resolution has also been included to adopt the Financial Statements for the year ending 2015 as prepared by RRDSSAB and presented by Sandra Weir.

- 04/16 McBride-Hallikas: THAT the financial statements for the months of November 2015 and December 2015 be approved as presented by Rainy River District Social Services Administration Board.

CARRIED

- 05/16 McBride-Hallikas: THAT the Fort Frances Municipal Non-Profit Housing Corporation adopt the financial statements for the year ending 2015 as previously presented by Rainy River District Social Services Administration Board.

CARRIED

- 7.3 Current year operating forecast - 2016 Proposed Budget.

A revised document was distributed to members for their reference and discussion. Members approved the 2016 Proposed Budget as presented. An additional resolution was also passed to ratify the board's decision respecting the e-mail request from S. Weir confirming moving forward with a RFT for purchase of windows under the 2016 Capital Works Expenditures.

- 06/16 McBride-Hallikas: THAT the Fort Frances Municipal Non-Profit Housing Corporation 2016 Proposed Budget as prepared by Rainy River District Social Services Administration Board and presented by S. Weir, Integrated Services Manager, RRDSSAB be approved as presented.

CARRIED

- 07/16 Hallikas-McBride: THAT as confirmed by an e-mail dated February 2, 2016 from K. Lawson, Board Secretary to S. Weir Integrated Services Manager, RRDSSAB, the majority decision of the Fort Frances Municipal Non-Profit Housing Corporation Board to confirm moving forward with a Request for Tender for purchase of windows as laid out in the 2016 Capital Work Request be hereby ratified.

CARRIED

8. Standing Items

- 8.1 Agenda Template:

9. Non-agenda Items - None were identified.

10. Adjourn / Next Meeting Date - June 16, 2016

The meeting closed *sine die* at 12:09 p.m. with next meeting scheduled for June 16th, 2016.

TOWN OF FORT FRANCESMINUTESSESSION NO. # 2June 23, 2016

The meeting of Fort Frances Non-Profit Housing Corporation was held in the Committee Room on June 23, 2016 from 11:48 a.m. to 12:40 p.m.

PRESENT: C. Mallory, Chair, W. Brunetta, D. Kitowski, A. Hallikas, G. McBride, L. Slomke and K. Lawson.

ALSO PRESENT: M. McCaig, CAO, D. Brown, CAO, S. Weir, Integrated Services Manager, Rainy River District Social Services Administration Board, M. Canfield, CPA, C.A., BDO Canada LLP.

REGRETS: N. Wihnan

1. Call to Order

2. Non-agenda Committee items which because of urgency cannot be deferred to a subsequent meeting, identified to be considered later in the meeting.

2.1 Social Housing Annual Information Return.

3. Approval of Agenda

3.1 June 23, 2016 Meeting Agenda.

08/16 Hallikas-Kitowski: THAT the June 23rd, 2016 agenda as prepared be approved with the addition of non-agenda items.

CARRIED

4. Disclosure of pecuniary interest and the general nature thereof
-none were identified.

5. Approval of Previous Minutes

5.1 March 17, 2016 Meeting Minutes

09/16 Kitowski-Hallikas: THAT the minutes of the regular meeting dated March 17, 2016 be approved as distributed.

CARRIED

6. In-Camera - None.

7. Items Referred - None were identified.

8. New Business

8.1 Presentation from M. Canfield, CPA, CA - BDO Canada LLP re: 2015 Draft Financial Statements.
Mr. Canfield was in attendance from 11:58 a.m. to 12:40 p.m.

010/16 Hallikas-Kitowski: THAT the presentation of the Draft 2015 Audited Financial Statements by M. Canfield, CPA, C.A. from BDO Canada LLP be received.

CARRIED

011/16 Kitowski-Hallikas: THAT the Fort Frances Municipal Non-Profit Housing Corporation Draft Consolidated Financial Statements for the year ended December 31, 2015 as

prepared by BDO Canada LLP be hereby approved.

CARRIED

8.2 Current Year 1st Quarter Financial Statements.

- members advised that there was a need to look at the formulas for the Year To Date Statements. It appears that the totals are not being carried forward properly when reflecting year to date statistics. Sandra will contact the Finance Department and advise. There was a question asked as to the budgeted amounts under Waste Removal General in the 2016 Approved Budget line (56-250-02) and the Forgiveness of Rent Waivers on the May 31, 2016 Income Statement (43-005-10). Sandra Weir will check into these items and report back at the next meeting. Members felt it would be helpful to have someone from Rainy River District Social Services Administration Board Finance Department in attendance to provide a variance report or explanation of variances appearing on the YTD statements and to assist with the necessary explanations of financials being presented. A request will go out prior to the next meeting to Ms. Eluik or Ms. Tillbury from that department to secure same.

012/16 Kitowski-Hallikas: THAT the financial statements for the months dated January 31, 2016, February 29, 2016, March 31, 2016, April 30, 2016 and May 31, 2016 be approved as presented by Rainy River District Social Services Administration Board.

CARRIED

8.3 CAO Transition - A general discussion with Doug Brown regarding salient aspects of the FFMNPH.

9. Standing Items

9.1 Annual Meeting Template.

- A copy of the current operating agreement will be presented at the next meeting for review in preparation for the upcoming RFP for Housing Management Services.

10. Non-agenda Items

10.1 Social Housing Annual Information Return.

-members had some concerns about signing this form without referring to the entire package. In future, this information will be supplied in advance of the meeting.
-M. Canfield, BDO Canada LLP assured members that there was no liability attached to this document, and there was no issue surrounding the signing of same.

013/16 Kitowski-Hallikas: THAT the Social Housing Annual Information Return for year ending December 31, 2015 as prepared and recommended by Rainy River District Social Services Administration Board, and having been reviewed by the FFMNPHC Board, now hereby be approved for signing.

CARRIED

11. Adjourn / Next Meeting Date - September 15th, 2016

The meeting closed *sine die* at 1:06 p.m. with the next scheduled meeting for September 15, 2016.

**SISTER KENNEDY BOARD OF MANAGEMENT
REGULAR MEETING – June 14, 2016
Session #016**

IN ATTENDANCE Irene Laing, Cindy Noble, Dalton Taylor, John Reader, Doug Kitowski, Jason Kabel, Shirley Nault, June Caul

CALL TO ORDER The meeting was called to order by the Chair, June Caul.

CONFLICT OF INTEREST There were no conflicts declared.

ADOPTION OF THE AGENDA

Three non-agenda items were added: Wi-fi, Logo contest and follow up on the May in-camera session.

APPROVAL OF MINUTES

870 Dalton Taylor/Doug Kitowski That the minutes of the May 10, 2016 meeting be accepted as circulated. **Carried**

MANAGER'S REPORT

Cindy Noble presented the Manager's Report.

871 Doug Kitowski/Dalton Taylor That the Manager's Report be accepted as presented. **Carried**

The request from Pam Murray to offer Reiki sessions was declined.

BILLS AND ACCOUNTS

872 Shirley Nault/John Reader That the May accounts in the amount of \$4441.37 be accepted and approved for payment. **Carried**

CORRESPONDENCE

Thank you cards from Dianne Martin and Lawrence Gushulak.

PAST BUSINESS

Senior Games Cindy reported that 95 people participated in the Games which were very successful. A full report and procedure manual are being prepared.

OACAO Fair Nothing further to report. Speakers are being lined up and there was a request for SKC to provide a healthy snack.

COMMITTEE REPORTS

Policy and Procedures Dalton reported that the finalized draft policies had been posted for public input.

873 Dalton Taylor/Doug Kitowski That the “Keys”, “Standards and Discipline” and “Facility Use/Rental’ policies be approved and forward to Council for their approval. **Carried**

Wi-fi Jason advised that Shaw has been approved as the provider of services for the Town’s facilities and SKC will be included.

Logo Contest The #3 logo with alterations was selected as the new logo for SKC Jason will arrange to have it made up and circulated.

PUBLIC PARTICIPATION

- No participation.

IN CAMERA

873 Shirley Nault/Dalton Taylor That the meeting go in camera at 11:16 **Carried**

874 Doug Kitowki/Shirley Nault That the meeting return from in camera at 11:29 **Carried**

CLOSE

The Chair declared the meeting adjourned at 11:33.

June Caul, Chair

Irene Laing, Secretary

Next meeting Sept. 13 at 10:30 a.m. at Sister Kennedy Centre

TOWN OF FORT FRANCESMINUTESSESSION NO. #033August 2, 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 August 2, 2016 from 10:30 a.m. to 11:47 a.m.

PRESENT: June Caul - Councillor, John Albanese - Councillor, Doug Brown - CAO, Jason Kabel - Manager of Community Services, Sherry George - Museum Curator

REGRETS: Ken Perry - Chairman, Roy Avis - Mayor

1 CALL TO ORDER (Session #033)

June Caul called the meeting to order at 10:29am.

2 APPROVAL OF AGENDA (Call for non-agenda items)

- Approved as circulated.

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

- NIL

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - July 4, 2016
as circulated.

- Approved

5 ITEMS REFERRED FROM COUNCIL

5.1 Dragon Boat Festival Rescheduled Event - There were not any concerns expressed by the committee but it was noted that the Marina will be closed for the season on the Labor Day Weekend and hence will not be open for the event.

6 NEW BUSINESS

6.1 Canada 150 Grants - Sherry George - The Committee recommended to Mayor & Council to apply to the Community Capital Program for a roof, front door wheelchair ramp, and accessible washroom for the Museum. It was also recommended to apply to the Community Celebration Program for July 1st events (fireworks, banners, and celebration-FITS) and winter carnival (early in 2016).

6.2 Sunny Cove Camp - Strategic Plan Initiative - The committee recommends to accept the

report as a completed strategic plan item.

- 6.3 Seniors Community Grant - Age Friendly Community - the Committee recommends to Mayor & Council to sanction the grant agreement as presented, execution by Mayor and Clerk, and forthcoming by-law.

7 IN-CAMERA

- 7.1 Appointment to Sister Kennedy Centre Board of Management - The Committee recommends to appoint Edward Haglund to the Sister Kennedy Centre Board for the remainder of the term (Nov 2016).


8 NON-AGENDA ITEMS

9 INFORMATION

- 9.1 Shaw GO Wifi
- 9.2 Next Meeting Date - Tuesday, September 6, 2016
- 9.3 Community Transportation

10 CLOSING


K. Perry, Executive Committee Chair


J. Kabel, Manager of Community Services

Richard Boileau -Chair McTaggart	P	Chamber of Commerce Representative Jennifer Soderholm	P
Ed Gackley Flinthouse	P	RRFDC – Geoff Gillon	P
Jennifer Horton Curvy Chick	P	John Albanese – Town Councilor Town of Fort Frances	P
Scott Krienke-Turvery Ink Spotz Apparel	P	Shelley Wepruk Secretary	A
Marie Therese Metke Pharmsave	A		
Doug Cuthbertson Northwoods	P		
Pat Gartshore Gartch's International Pub	P		
Kim Nicholson Emes Financial	P		



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

Richard Boileau opened the meeting. The meeting 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 – 17 August 2016

Copies of the minutes from the 13 July 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 13 July 2016
Also to ratify all motions made on that date.
No against or abstentions
CARRIED

3. Accounts Payable & Financial Report

Motion #2 Jennifer Horton/John Albanese
TO accept the total payable for October in the amount of \$1032.82
No against or abstentions
CARRIED

4. BUSINESS ARISING FROM THE MINUTES

Finance and Administration Committee

1. No financial report at this time.

Promotions Committee

1. Festival of Frost is the next promotion and event.

Maintenance Committee

1. Baskets – Removal date is required for FFPC
2. Gord Galbraith has rope lighting for “Stars”
3. Ed concerned about some businesses not sweeping their sidewalks. He expressed interested in visiting said businesses and encouraging them to do so - sweeping up dirt, cigarette butts, etc.

OLD BUSINESS

1. Map – on hold
2. HOPC – nothing new
3. Calendar of Events – Kim working on
4. Back of Signs – no report
5. Market Square – Still on the hunt for reasonably priced statues for the square
6. Boat Show & Shine – A bust. We’ll do something different next year.

NEW BUSINESS

1. Nominees to Board – Still trying to get Ed and Natalie on as full board members. Shelley is working with Lisa from Town on this.
2. New By-Law – Need clarification – what does insurance clause mean?
3. Tree Removal – Town does not want to cut down tree in front of Kim’s building. Ongoing discussion.
4. Scott Street Post Office Bench – The bench there is broken. Discussion re action to be taken.

5. Closing & Setting of Next Board Meeting

Motion # 4: Scott Krienke-Turvey/John Albanese

To close the meeting

No against or abstentions

All in agreement – CARRIED

The next meeting date will be 14 September, 2016 @ 8:00 a.m. at the BIA office.

Board of Management Meeting –17 August, 2016

Page 2 of 3

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

Meeting closed at 8:50 am.

TOWN OF FORT FRANCESMINUTESSESSION NO. #36September 6, 2016]

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Civic Centre Committee Room on Tuesday, September 6, 2016 at 12:00 p.m.

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

ALSO PRESENT: Doug Brown, CAO, Lisa Slomke, Clerk, Dawn Galusha, Deputy Treasurer, Travis Rob, Operations & Facilities Manager, Doug Herr, Environmental Superintendent, Laurie Lindberg, Treasurer and Bill Krag, Guest

REGRETS: Councillor Paul Ryan

1. Call to Order

1.1 Councillor Ken Perry Called the Meeting To Order at 12:01 p.m.

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

2.1 D. Brown, CAO AMO AGM & Annual Conference Travel Claim

3. Disclosure of pecuniary interest and the general nature thereof

3.1 Mayor Avis declared a conflict of interest on Agenda Item # 7.10 Mayor R. Avis - AMO Conference Travel & Per Diem Claims as they are his expenses.

3.2 Councillor Wendy Brunetta declared a Conflict of Interest on Agenda Item # 7.12 Councillor W. Brunetta - AMO Conference Travel & Per Diem Claims as they are her expenses.

4. Approval of Previous Committee Minutes

4.1 The Committee considered the following resolution:
Brunetta/Perry: That the minutes of the previous meeting held on Tuesday, August 2, 2016 be approved as presented. CARRIED

5. In-Camera

6. Items Referred from Council

6.1 Water & Sewer Invoice re: 800 Scott Street - The Committee referred this item to the Operations & Facilities Executive Committee meeting to be held on September 21, 2016. Mr. Krag confirmed that he is available to attend the meeting.

6.2 Ontario's Sunset Country Travel Association Annual Per Capita Marketing Contribution - The Committee recommended to approve the Northwest Ontario's Sunset Country Travel Association annual capita request in the amount of \$2,187.63 plus HST.

6.3 Riverside Foundation For Health Care Annual Fall Dinner Mobsters & Dames - The Committee recommended to approve a Bronze Sponsorship in the amount of \$600.00 for the Riverside Foundation for Health Care Mobsters & Dames Gala event taking place on September 24, 2016.

7. New Business

- 7.1 Amendment to Agreement with Province (ODRAP) - The Committee recommended to bring forward an amending by-law to revise the end date within the grant agreement.
- 7.2 357/358 Application for Tax Adjustment re: 525 Portage Ave - The Committee recommended to approve the adjustment of 2015 taxes under Section 357/358 of the Municipal Act for property located at 525 Portage Avenue in Fort Frances.
- 7.3 357/358 Application for Tax Adjustment re: 618 Riverview Drive - The Committee recommended to approve the adjustment of 2016 taxes under Section 357/358 of the Municipal Act for property located at 618 Riverview Drive in Fort Frances.
- 7.4 Amended Property Assessment Notices - The Committee recommended to receive the Amended Property Assessment Notice for properties located at 426 Victoria Avenue, 714 Armit Avenue and 525 Portage Avenue in Fort Frances for the 2016 taxation year.
- 7.5 Request for Reconsideration M.O.S. re: 323 Second Street E - The Committee recommended to receive the Minutes of Settlement for property located at 323 Second Street E. in Fort Frances for the 2016 taxation year.
- 7.6 2017 Budget Timeline - The Committee recommended to approve the 2017 Budget Timetable as presented.
- 7.7 Northwestern Ontario Sports Hall of Fame and Museum - The Committee recommended to approve a half page advertisement in the Northwestern Ontario Sports Hall of Fame and Museum's 35th Annual Induction Dinner Souvenir Program in the amount of \$250.00 plus applicable taxes.
- 7.8 Request for Reconsideration M.O.S. re: 839 Christie Ave - The Committee recommended to receive the Minutes of Settlement for property located at 839 Christie Ave. in Fort Frances for the 2016 taxation year.
- 7.9 Request for Reconsideration M.O.S. re: 1110 Second Street E. - The Committee recommended to receive the Minutes of Settlement for property located at 1110 Second Street E. in Fort Frances for the 2016 taxation year.
- 7.10 Mayor R. Avis - AMO Conference Travel & Per Diem Claims - The Committee recommended to approve the Travel Statement – Mayor/Council Honorarium per diem and Travel Expense claim in the total amount of \$1,977.72 as submitted by Mayor Roy Avis for his attendance at the AMO Conference held in Windsor, Ontario from August 13 - 17, 2016.
- 7.11 Councillor P. Ryan - AMO Conference Travel & Per Diem Claims - The Committee recommended to approve the Travel Statement – Mayor/Council Honorarium per diem and Travel Expense claim in the total amount of \$1,659.33 as submitted by Councillor Paul Ryan for his attendance at the AMO Conference held in Windsor, Ontario from August 13 - 17, 2016.
- 7.12 Councillor W. Brunetta - AMO Conference Travel & Per Diem Claims - The Committee recommended to approve the Travel Statement – Mayor/Council Honorarium per diem and Travel Expense claim in the total amount of \$1,026.76 as submitted by Councillor Wendy Brunetta for her attendance at the AMO Conference held in Windsor, Ontario from August 14 - 17, 2016.

8. Non-agenda Items

- 8.1 D. Brown, CAO AMO AGM & Annual Conference Travel Claim - The Committee recommended to approve the Travel Expense claim in the total amount of \$464.02 as submitted by Doug Brown, CAO for his attendance at the AMO AGM & Annual

Conference held in Windsor, Ontario from August 13 – 17, 2016.

9. Outstanding Items


- 9.1 Couchiching First Nations Water & Sewer Agreement
- 9.2 Elected Officials Remuneration By-Law No. 02/10-C (Fall)

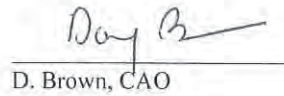
10. Information

- 10.1 Administration & Finance Department Stats as at July 31, 2016
- 10.2 General Fund Financial Statement as at July 31, 2016
- 10.3 Water & Sewer Fund Financial Statement as at July 31, 2016
- 10.4 Capital Fund Financial Statement as at July 31, 2016

11. Adjourn / Next Meeting Date

- 11.1 Tuesday, September 20, 2016


Executive Committee Chair


D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #15September 6, 2016

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre on September 6, 2016 from 8:00 a.m. to 8:28 a.m.

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

ALSO PRESENT: D. Brown, CAO, T. Rob, O&F Manager, T. Dennis, CBO/Planner, P. Briere, Secretary.

1. **Call to Order - 0801am**
Session #15
2. **Disclosure of pecuniary interest and the general nature thereof**
None.
3. **Approval of Previous Committee Minutes**
 - 3.1 Approval of the August 2, 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**
 - 7.1 Request for Amendments to Land Use Agreement - 353 Scott Street - Salvation Army
- The Planning & Development Executive Committee is recommending that the request to amend the land use agreement at 353 Scott Street be denied and that reasons for the denial be included.
8. **Outstanding Items**
None.
9. **Information**
 - 9.1 By-Law Enforcement Quarterly Activities Report.
- The report was received and discussed by the Planning & Development Executive Committee.
10. **Non-agenda Items**
None.
11. **Adjourn / Next Meeting Date - 0828am**
September 19, 2016, 0800am - Civic Centre - Committee Room.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke.

Executive Committee Chair

A handwritten signature in black ink, featuring a series of horizontal strokes and a final upward flourish.

Secretary, Planning & Development Executive Committee



TOWN OF FORT FRANCES

MINUTES

SESSION NO. #015

September 7, 2016

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on September 7, 2016 from 8:33 a.m. to 9:10 a.m.

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

ALSO PRESENT: Ken Perry

1. Call to Order

The meeting was called to order at 8:33 a.m.

2. Disclosure of pecuniary interest and the general nature thereof

None

3. Approval of Previous Committee Minutes

3.1 Minutes from the meeting of this committee on August 3, 2016 - the minutes were approved as circulated.

4. Non-agenda Items

None

5. Items Referred from Council

5.1 Letter from Mr. William Krag - owner of 800 Scott Street - re: Water Service Repair Invoice - deferred to next Operations and Facilities meeting scheduled for September 21, 2016 (include breakdown of costs)

6. New Business

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

6.2 Selection of Capital Projects for Application to the Ontario Community Improvement Fund (OCIF) Top-Up Component - the administration report was reviewed and will be forwarded to Council for approval.

7. Information

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

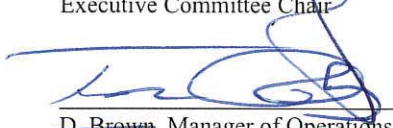
7.2 Operations and Facilities Division - Environmental Area - Operations Statistics - July 2016 - the Operations and Facilities Environmental Statistics for July 2016 were reviewed and will be forwarded to Council as information only. No action required.


- 7.3 Aircraft Landings 2016 - as of September 1, 2016 Statistics (July and August) - the Airport Statistics as of September 1, 2016 were reviewed and will be forwarded to Council as information only. No action required.

8. Adjourn / Next Meeting Date

The meeting was adjourned at 9:10 a.m.


Executive Committee Chair


D. Brown, Manager of Operations & Facilities



Fort Frances Museum Advisory Committee Meeting

Meeting: Tues Sept 20, 4:45 p.m.

Present: Debbie Ballard ✓ Robert Schulz ✓ Mary Hickling ✓ Caren Fagerdahl ✓

Council representative: Paul Ryan ✓ Committee Secretary: Sherry George ✓ Guest:

Minutes from last meeting, Aug 23: adopted as sent.

Governance:

- An ad was posted in the Times to fill our vacant advisory committee position. Bonny Montgomery will apply.
- Regional Museums fall meeting scheduled for Sept 28 in Dryden. Leah Gardner hosting her last meeting. Next year's requirements for CMOG will be discussed – three years of programming planned.
- We need to begin Strategic Planning. Ian Simpson has agreed to facilitate. We will invite him to our next meeting.

Finance:

- Trillium grant (infrastructure – roof, ramp, accessible washroom) has been submitted. FedNor next on the list. These complement each other – provincial and federal – so if approved, finance the same project.
- Completing final grant reports for students. Fortunate to have YCW increase funding: 16 instead of 12 weeks. Intern position (Bethany Waite) final report was submitted and approved. Final payment of \$15,121.40 sent.

Collections:

- We've been offered a 'bug' – a small tugboat that was built by the Russel Bros and used in the logging industry. It is too small to allow people to tour; only useful if it was put up on blocks and roped off. Caren and Eric will view.

Exhibitions:

- Main floor — 75th Anniversary of Battle of Hong Kong – Sept/Oct
- Fibre Arts Festival – Sept to Dec upstairs. Winners chosen.
- Threadworks: *Flashback* – Nov/Dec
- Canada 150 – planning underway. Next meeting: Wed Oct 5 at 6:30.

Interpretation & Education:

- Métis group running beading workshops on Wednesday afternoons as scheduled. The fibre arts class will run the same afternoon through the winter.
- Notice sent to artist group re Saturday & Wed evening arts programming for this coming winter. Some of our fibre artists also interested.

Research:

- William Hampden Tener for Canada 150 project. We've agreed on the contract and once signed, should be ready to start. Finally.

Conservation:

Physical Plant:

- Work on the furnace room planned soon.
- Talked to E.Halvorsen regarding some outstanding maintenance issues.
- New email (Outlook) over the past month.

Community:

- Attended EDAC committee meeting to present some history on LaVerendrye, the status of slavery in 1700s, and recommend that the group not remove LaVerendrye from signage. I also reaffirmed that the museum advisory committee was not in favour of changing signs when blue signage still fresh.
- Need to start planning winter carnival. Both Couchiching and Metis interested in partnering.
- Duane Hicks has stepped down as president of our Friends of the Museum group. We will definitely miss his leadership. Sarah Marusyk has agreed to fill the position. Planning for fundraising gala around 'Night at the Museum' theme has begun: Thurs Nov 3rd.

Human Resources/Professional Development:

- Interviewed for NOHFC intern position, Events & Programming Coordinator, Sept 15th. Have offered the position contingent on approval by granting authority. Approval received. Lauren Hyatt will begin Wed Sept 28, 2016.
- Would like to plan a 'thank-you' event for volunteers. Perhaps run an 'volunteer open house' immediately after for new recruits.

Numbers: August visitors: 705, (617 in 2015).

Follow-up: *Recommendations to be made to Executive Committee of Community Services....*

Meeting adjourned at 5:40 p.m.

Next meeting: Tues Oct 18. Will inform everyone of time: 4:45 or 5 p.m.