

TOWN OF FORT FRANCES

AGENDA - April 10, 2017

MEETING - Council Chambers , Civic Centre

Page

1. **COUNCIL MEETING**

(Session No. 062) 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:**

3. **Consent Agenda:**

3.1 Items Referred from Committee of the Whole

3.2 Request dated April 5, 2017 from N. Daley Fulton, Educator & Trainer, Canadian Mental Health Association, Fort Frances Branch: Proclamation and Flag Raising

4 - 5

- will be advised of Council's proclamation and flag raising will be coordinated with Mayor Avis.

3.3 Request dated April 5, 2017 from T. Moffitt, Fire Chief / CEMC, Fort Frances Fire & Rescue Service re: Request Proclamation for Emergency Preparedness Week (May 7-13, 2017)

6

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

4.1 Session No. 061, March 27, 2017

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

5.1 Session No. 088, March 27, 2017

6. **Resolutions from tonight's Committee meeting**

7. **By-Laws:**

7.1 16/17 - being a by-law to authorize the use of Telephone and Internet Voting as an Alternative Voting Method for the 2018 Municipal and School Board Elections for the Town of Fort Frances

7

7.2 17/17 - being a by-law to approve an agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) for funding for an Asset

8 - 21

		Page
	Management Plan Coordinator Intern from the Northern Ontario Internship Program.	
7.3	18/17 - being a by-law to approve a marketing license agreement with Service Line Warranties of Canada Inc. to provide services to participating Ontario municipalities related to sewer and water line laterals.	22 - 28
7.4	19/17 - being a by-law to authorize a Geospatial Data License Agreement for purposes of utilization of the Town's geospatial data with Fire Underwriters Survey.	29 - 34
7.5	20/17 - being a by-law to approve an agreement with Automotive Materials Stewardship Inc. for funding for the collection of automotive products collected at the annual Municipal Hazardous and Special Waste event.	35 - 61
7.6	21/17 - being a by-law to approve an agreement with Sunset Country Ford for the Supply & Delivery of a half-ton, two-wheel drive, four door pickup truck tendered through a public tender process.	62 - 65
8.	<u>Municipal Land to be Declared Surplus:</u>	
8.1	Part of Lot 40 River Range and Part of the Original Road Allowance (Geographic Township of McIrvine), designated as Part 1 on Plan 48R-4489, Town of Fort Frances, District of Rainy River being Part of PIN 56019-0014 (LT)	
9.	<u>Information Correspondence:</u>	
9.1	Association of Municipalities of Ontario (AMO) - AMO Communications: Federal Budget Includes Funding for Infrastructure, Housing and Child Care - AMO Watch File - March 30, 2017 - Bill 68 Submission and 1/3 Tax Exemption	66 - 71
9.2	Northwestern Ontario Municipal Association (NOMA) - Building an Inclusive National Housing Strategy	72 - 75
9.3	Municipality of East Ferris - Building Code Changes request for support	76
9.4	Ministry of Finance - attendance at ROMA conference	77 - 78
9.5	Ministry of Northern Development and Mines - attendance at ROMA conference	79
9.6	Stewardship Ontario - Municipal Blue Box Recycling	80

	Page
9.7 F. Choquette, MP - Support for Bill C-203	81
9.8 Municipality of Port Hope - support for Incinerator Legislation	82 - 83
10. <u>Minutes:</u>	
10.1 Planning & Development Executive Committee minutes of March 6, 2017	84 - 85
10.2 Community Services Executive Committee minutes of March 20, 2017	86 - 87
10.3 Fort Frances Museum Advisory Committee minutes of March 21, 2017	88
11. <u>Non-agenda Items</u>	
12. <u>ADJOURNMENT</u>	
13. <u>* Previously distributed to Council</u>	
14. <u>** Items can be viewed by contacting the Clerk</u>	

Kathy Lawson

From: Nancy Daley <ndaley@cmhaff.ca>
Sent: April-05-17 10:41 AM
To: Roy Avis; Kathy Lawson
Cc: sandy
Subject: Mental Health Awareness Week, request for Proclamation
Attachments: mhw proclamation letter 2017.docx

Dear Mayor Avis and Members of Council, please find attached a letter requesting a Proclamation and flag raising for Mental Health Awareness Week, May 01 – 07, 2017.

Nancy L Daley Fulton
Educator & Trainer

CMHA Fort Frances Branch
 Canadian Mental Health Association, Fort Frances
 P.O. Box 446,612 Portage Avenue
 Fort Frances ON P9A 3M8

Tel: 807-274-2347 ext. 207
 Fax: 807-274-2473



**Canadian Mental
 Health Association**
Fort Frances Branch
Mental health for all

www.cmhaff.ca

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Please consider the environment before printing this email

April 05, 2017

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

Dear Mayor Avis and Members of Council

Re: Request for Proclamation

May 01 through May 07 is Mental Health Awareness Week. The Canadian Mental Health Association (CMHA) has been a champion for positive mental health since 1918 and has played an important role in improving people's understanding of mental health and mental illness. CMHA introduced Mental Health Week (MHW) in 1951 and it is now a popular week for a variety of mental health and addiction awareness and education campaigns, activities and events across the country.

The Fort Frances Branch of the Canadian Mental Health Association is requesting that the Town of Fort Frances officially proclaim May 01 through May 07, 2016 as Mental Health Awareness Week. In addition to the Proclamation, is it possible to have our Mental Health Week flag flown at the Civic Centre for this week, with a flag raising by Mayor Avis on May 01?

I look forward to your response.

Sincerely

NancyLDaleyFulton

Nancy Daley Fulton, Educator& Trainer
Canadian Mental Health Association, Fort Frances Branch
P.O. Box 446
Fort Frances, ON P9A 3M8
ndaley@cmhaff.ca
www.cmhaff.ca
(807) 274-2347, ex. 207

TO: Mayor & Council

FROM: Tyler Moffitt, Fire Chief/CEMC

DATE: April 5, 2017

SUBJECT: Emergency Preparedness Week Proclamation (May 7th – 13th, 2017)

This year, Emergency Prepared Week 2017 runs from May 7th to 13th, and as the lead for the town of Fort Frances campaign my teams goal is to raise awareness about emergency preparedness.

This year's provincial theme remains the same as 2016 – "Emergency preparedness starts with you, #PrepareYourSelfie!"

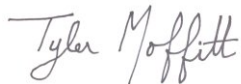
The campaign is expanding its reach this year to launch the #PrepareYourSelfie Challenge. In conjunction with Emergency Preparedness Week, the Challenge is intended to engage people in conversations about being prepared for emergencies.

All people are challenged to participate by creating their plan, building their kit, and then challenging three family members, friends and/or colleagues on social media to do the same. They can issue and post their challenge via social media, along with a simple caption, such as the sample below:

"Emergencies can strike anywhere, at any time. That's why I'm prepared. I've made a plan and built an emergency preparedness kit. Now, I'm challenging (insert name of those being challenged) to do the same. Emergency preparedness starts with you. #PrepareYourSelfie"

I hereby respectfully request that Mayor and Council of the Corporation of the Town of Fort Frances proclaim the week of May 7-13, 2017 as Emergency Preparedness Week.

Respectively,



Tyler Moffitt
Fire Chief/CEMC
Fort Frances Fire & Rescue Service

Council's approval of this report will bring forward a proclamation, which proclaims May 7th – 13th, 2017 as Emergency Preparedness Week

TOWN OF FORT FRANCES

BY-LAW NO. xx/17

(Being a by-law to authorize the use of Telephone and Internet Voting as an Alternative Voting Method for the 2018 Municipal and School Board Elections for the Town of Fort Frances)

WHEREAS Section 42 of the Municipal Elections Act, S.O. 1996, states that the Council of a local municipality may pass a by-law to authorize electors to use alternative voting method that does not require electors to attend at a voting place in order to vote; and

WHEREAS Council of the Town of Fort Frances deems it appropriate to conduct the 2018 Municipal and School Board Elections using a vote by telephone/internet method in order to better provide our electors with access to the voting privilege; and

WHEREAS on January 23, 2017, Council received a report from E. Slomke, Town Clerk re: Voting Method for the 2018 Municipal Election, and further directed the Town Clerk to deliver the 2018 Municipal Election utilizing a Telephone / Internet method.

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

1. That the use of electronic voting by Telephone and Internet as alternative voting methods is hereby authorized in respect of the municipal and school board election to be held in 2018.
2. That the Town Clerk / Returning Officer is authorized to determine the length of the voting period, including advanced voting.
3. That the Town Clerk / Returning Officer is authorized to enter into agreements with selected vendors necessary for the election.
4. That no proxy voting provisions are applicable for the Elections conducted in accordance with this by-law.
5. The Town Clerk shall prepare procedures and rules for the 2018 Municipal and School Board Elections.

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 27th day of March 2017.

G. P. Ryan, Deputy-Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. xx/17

(Being a by-law to approve an agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) for funding for an Asset Management Plan Coordinator Intern from the Northern Ontario Internship Program)

WHEREAS on March 27, 2017, Council approved a report from D. Brown, CAO which received support from the Administration & Finance 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 10th day of April 2017.

R. Avis, Mayor

E. Slomke, Clerk



Suite 200, Roberta Bondar Place, 70 Foster Drive, Sault Ste. Marie, Ontario P6A 6V8
Tel: (705) 945-6700 or 1-800-461-8329, Fax: (705) 945-6701. www.nohfc.ca

Place Roberta Bondar, Bureau 200, 70, promenade Foster, Sault Ste. Marie (Ontario) P6A 6V8
Tél. (705) 945-6700 ou 1-800-461-8329, Téléc. (705) 945-6701. www.nohfc.ca

March 1, 2017

Mr. Doug Brown
Chief Administrative Officer
Town of Fort Frances
320 Portage Avenue
Fort Frances ON P9A 3P9



NOHFC Project # 8501633

Dear Mr. Brown:

Enclosed are:

- Two copies of the proposed transfer payment agreement between Town of Fort Frances and Northern Ontario Heritage Fund Corporation (NOHFC).
- An electronic funds transfer (EFT) form.

If the agreement is acceptable, **please arrange for signatures on both copies by an authorized signing officer. Both copies of the agreement should then be forwarded, with the completed EFT form and a void cheque, to the NOHFC, 70 Foster Drive, Suite 200, Sault Ste. Marie, ON P6A 6V8.** One copy of the agreement will be returned to you after signing by the NOHFC. Signed copies must be provided to NOHFC within 60 days from the date of this letter.

Your assigned project officer is Joey Harris at the Ministry of Northern Development and Mines, 70 Foster Drive, Suite 200, Sault Ste. Marie, ON P6A 6V8, who may be contacted at 705-945-5914.

Before your new employee starts the position, please provide your assigned project officer with the following:

- confirmation that the eligibility criteria as set out in the verification report to be provided by the project officer have been met. To protect your employee's privacy, please do not provide the employee's social insurance number or any other personal information, except the information required to complete the forms.
- a certificate of insurance. See Schedule A – Section 9 of the attached legal agreement.

To request reimbursement of the Eligible Costs you have paid (for more information, please see Schedule A, section 1(c) of the attached legal agreement), you must complete a Request for Reimbursement form (see Schedule C of the agreement) and, for a final payment, a Final Report (see Schedule D). Send completed forms to your assigned project officer.

If there are any aspects of the agreement that you wish to discuss, please contact your assigned project officer, or financial officer, Sherry Gauthier of the NOHFC at 1-800-461-8329.

Sincerely,

Bruce Strapp
Executive Director
c. Joey Harris, MNDM
Enclosure

Internship Project Number: 8501633

<p>Northern Ontario Heritage Fund Corporation</p> <p>Northern Ontario Internship Program Agreement</p>
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THIS AGREEMENT is made effective as of **December 19, 2016** (the "Agreement")

B E T W E E N: **Northern Ontario Heritage Fund Corporation ("NOHFC")**

A N D: **Town of Fort Frances (the "Employer")**

WHEREAS the Employer is a municipal corporation under the laws of Ontario and wishes to obtain financial assistance from NOHFC to enable it to hire a post-secondary graduate to fill an internship Position, as more fully described in Schedule B;

AND WHEREAS NOHFC wishes to provide financial assistance towards the costs of the Position in the form of a conditional contribution that does not need to be repaid by the Employer provided that the terms and conditions of this Agreement are satisfied;

NOW THEREFORE in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

A. The Agreement

The following Schedules are attached to, and form part of, this Agreement:

- Schedule A - Terms and Conditions
- Schedule B - Position Description and Financial Information
- Schedule C - Form of Request for Reimbursement
- Schedule D - Final Report

Capitalised terms not otherwise defined in this document shall have the meanings ascribed to them in Schedule A.

B. Agreement Term and Internship Work Term

This Agreement shall continue in effect until the Work Term is completed or this Agreement is terminated in accordance with its terms.

The Employer shall cause the Position to be filled and paid for during the Work Term set out in Schedule B.

The Employer must have selected, hired and advised the Project Officer of an Eligible Candidate within 6 months commencing on the Minister's approval letter date of February 14 2017, and the Work Term must be completed within 18 months of this date. No financial assistance will be provided for any employment after the 18 month period.

If there is a delay in filling a Position, the Employer may, by giving prior notice to the assigned project officer, amend the Start Date of the Work Term to coincide with the date on which the Position is filled, and employment commences. Notwithstanding the foregoing, the Start Date may not be later than 6 months after the date of approval and the duration of the Work Term may not be amended except with the prior written agreement of NOHFC.

C. Contribution

The Contribution is limited to the lesser of:

- (i) **ninety percent (90%)** of Eligible Costs incurred and paid by the Employer to the Intern during the Work Term (Note: this percentage is based on the weekly wage set out in Schedule B; if the Employer pays the Intern more or less than that wage, NOHFC will adjust the percentage accordingly), and
- (ii) **Thirty one thousand five hundred dollars** (\$31,500.00)

D. Specific Terms and Conditions

NOHFC's obligation to pay some or all of the Contribution to the Employer at any time during the term of this Agreement is conditional upon the Employer recruiting, hiring, training and paying the Intern in accordance with this Agreement and complying with all other provisions of this Agreement, including the additional terms set out in this section D, if any.

E. Contact

The contact information for the parties is as follows:

	NOHFC	TOWN OF FORT FRANCES
Full Legal Name	Northern Ontario Heritage Fund Corporation	Town of Fort Frances
Address	70 Foster Drive, Suite 200 Sault St. Marie, Ontario P6A 6V8	320 Portage Avenue Fort Frances ON P9A 3P9
Contact Name	Bruce Strapp Executive Director	Mr. Doug Brown Chief Administrative Officer
Telephone	1 (800) 461-8329; 1 (705) 945-6700	807 274-5323
Facsimile	1 (705) 945-6701	807 274-8479
E-mail	nohfc@ndm.gov.on.ca	dbrown@fortfrances.ca

F. Agreement to be Bound.

The parties to this Agreement acknowledge and agree that they have read it, understand it, have the authority to enter into it and agree to be bound by it. The signatories certify that they have the power and authority to bind the party on behalf of which they are executing this Agreement.

TOWN OF FORT FRANCES

By: _____ Date Signed: _____

Name (Print): _____ Title: _____

NORTHERN ONTARIO HERITAGE FUND CORPORATION

By: _____ Date Signed: _____

Bruce Strapp, Executive Director

Internship Project Number: 8501633

SCHEDULE A
TERMS AND CONDITIONS

1. Interpretation

1.1. In this Agreement, the following capitalized terms have the meanings set out below:

- (a) "Contribution" means the conditional contribution payable by NOHFC to the Employer in accordance with this Agreement;
- (b) "Eligible Candidate" means an individual who (i) is a graduate of a college or university from any country with qualifications in a field of study that is related to the employment offered by the Employer and is eligible to work in Canada, (ii) not an immediate family member or relative of the Employer;
- (c) "Eligible Costs" means the actual salary or wages paid to the Intern which were incurred by the Employer during the Work Term, but does not include:
 - (i) any benefits paid by the Employer including but not limited to: vacation pay; bonuses; gifts; termination or severance pay; expenses and allowances; and group medical, dental, or life insurance; Employer Health Tax (EHT); sick pay; and
 - (ii) the Employer's portion of statutory remittances, including but not limited to contributions to the Canadian Pension Plan and Employment Insurance (EI) premiums;
- (d) "Intern" means an Eligible Candidate hired to fill the Position, and
- (e) "Northern Ontario" means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming;
- (f) "Position" means the internship position described in Schedule B;
- (g) "Work Term" means the timing and duration of the Position set out in Schedule B, which may be amended by the Employer in accordance with section B of the Agreement.

1.2. In the event of conflict between the provisions of the different components of this Agreement, the main body of this Agreement shall prevail over the Schedules, and Schedule A shall prevail over Schedule B.

2. Position and Hiring

2.1. The Employer shall fulfill its obligations under this Agreement with due diligence and in a businesslike manner. At all times during the term of this Agreement, the Employer shall be responsible for (i) the identification and recruitment of Eligible Candidates, and (ii) the hiring, training, supervision and payment of the Intern. Before filling a Position, the Employer shall provide such information to the assigned project officer about the

prospective Intern as NOHFC may reasonably require (but not personal information, as defined in the *Freedom of Information and Protection of Privacy Act*) to satisfy NOHFC that the Intern meets the applicable eligibility criteria set out in the definition of Eligible Candidate, above. NOHFC has no responsibility for, no relationship with, and no liability for the actions of, any Intern.

- 2.2. The Employer agrees that it shall be responsible for recruiting Eligible Candidates through a fair selection process and will work through career centres of post-secondary educational institutions, where reasonably possible.
- 2.3. The Employer shall notify NOHFC as soon as possible in the event that it becomes aware of actual or possible hiring delays or inability to fill a Position or complete a Work Term. Except as set out in section B of this Agreement, the Employer shall not alter any element of a Position (as described in its application for a Contribution) or permit or cause any other material change to the Position, without the prior written consent of NOHFC. NOHFC's consent shall not be withheld unreasonably.
- 2.4. The Employer shall notify NOHFC promptly when an Intern has been hired for the Position and when the Intern leaves the Position. If the Position becomes vacant for any reason prior to the end of the Work Term, the Employer must immediately notify NOHFC and indicate whether or not the Employer wishes to hire a replacement Intern for the Position. If the Employer wishes to hire a replacement Intern for the position, NOHFC will agree to contribute towards the replacement Intern's salary or wages, provided that all of the following conditions are satisfied:
 - (a) The Employer is not in default under this Agreement;
 - (b) The departing Intern has left the Position within the first 9 months of the Work Term;
 - (c) NOHFC is satisfied, in its sole discretion, that the Employer will offer the same suitable employment to the replacement Intern that was previously offered to the departing Intern;
 - (d) The Employer informs the assigned project officer promptly of a replacement Intern whom it wishes to hire, and NOHFC is satisfied, acting reasonably, that the replacement Intern is suitably qualified to fill the Position;
 - (e) The Employer shall have entered into a new written agreement with NOHFC with respect to a 12-month work term for the replacement Intern (the "Replacement Agreement") on substantially the same terms and conditions as this Agreement, with the following exceptions:
 - (i) the maximum aggregate amount of funding payable by NOHFC under the Replacement Agreement shall not exceed the maximum amount of the Contribution;
 - (ii) if the replacement Intern leaves the Position before the end of the replacement's work term, NOHFC will not provide funding for a subsequent Intern to fill the Position.

Despite the foregoing, if the Employer wishes to hire a new intern for any position at any time, the Employer may submit a new funding application under the Northern Ontario Internship Program, which will be evaluated in the normal course in accordance with NOHFC's usual guidelines and criteria.

3. Contribution Conditions

- 3.1. NOHFC makes the Contribution on the basis of reimbursement for Eligible Costs incurred. On expiry or termination of this Agreement or termination of a Position, NOHFC may recover any excess of funds provided to the Employer and such amount is considered to be a debt immediately due and payable to NOHFC.
- 3.2. The amount of the Contribution paid to the Employer shall be used only to reimburse actual expenditures on Eligible Costs during the term of this Agreement.
- 3.3. In no event will NOHFC be responsible for funding any cost overruns related to a Position.
- 3.4. Before advancing any part of the Contribution, NOHFC shall have received a completed electronic funds transfer information form which will enable NOHFC to deposit the funds into the Recipient's designated bank account by way of electronic funds transfer.

4. Additional Assistance

- 4.1. The Employer shall notify NOHFC if the Employer receives additional assistance towards the cost of a Position from sources other than NOHFC. NOHFC may in its sole discretion reduce the amount of the Contribution by an amount equal to the amount of any new funding received by the Employer, to ensure that there is no duplication in funding.

5. Pre-disbursement Requirements

- 5.1. Prior to the first disbursement of the Contribution under this Agreement, the Employer shall provide to the assigned project officer: (i) copies of its resolution(s), by-law(s) or other documentation satisfactory to NOHFC, evidencing that the Position and the application for a conditional contribution have been properly authorised, and (ii) any additional authorisations identified in section D of the main body of this Agreement, "Specific Terms and Conditions", and (iii) the insurance certificate(s) or other documents provided for in section 9.

6. Default

- 6.1. If the Employer is in default under this Agreement or any other agreement between it and NOHFC, in its sole discretion NOHFC may recover any funds advanced or an amount equal to the advanced funds and may refrain from making further payments of the Contribution. The Employer agrees that if it is in default under this Agreement, NOHFC may refuse to consider any future applications by the Employer for NOHFC funding.
- 6.2. The following constitute events of default under this Agreement:
 - (a) the Employer becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or in the sole opinion of NOHFC, otherwise faces other serious financial difficulty;
 - (b) an order is made or resolution passed for the winding up of the Employer, or the Employer is dissolved or in the sole opinion of NOHFC, the Employer ceases to operate;

- (c) the Employer has submitted false or misleading information to NOHFC, or otherwise makes a false representation in this Agreement;
- (d) the Employer has failed to perform one or more of its obligations under this Agreement;
- (e) the Employer has failed to hire an Intern to commence employment within the first 6 months of the Work Term;
- (f) in the opinion of NOHFC, there is a material adverse change in risk.

7. Payment of Contribution

- 7.1. The Contribution will be paid semi-annually on a reimbursement basis. At the end of the first 6 months of the Work Term, the Employer shall submit to the assigned project officer a Statement of Account and any semi-annual reports or deliverables required herein. A final payment at the end of the Work Term will not be made until NOHFC has received a final Statement of Account and a Final Report. "Statement of Account" and "Final Report" are described in subsections 7.4 and 7.5 below, respectively.
- 7.2. Subject to the terms and conditions of the Agreement, NOHFC shall issue a cheque in the Recipient's name or deposit the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.
- 7.3. In the event of a debt owing to NOHFC by the Employer, the Employer shall pay the amount of the debt, if any, by cheque payable to the "Northern Ontario Heritage Fund Corporation" and the said cheque shall accompany the final Statement of Account.
- 7.4. Every Statement of Account required under this Agreement shall include:
 - (a) details of expenditures on Eligible Costs to date in the form set out in Schedule C;
 - (b) a statement that the Intern meets the applicable eligibility criteria set out in paragraph 1.1(b) and that all expenditures are in accordance with this Agreement;
 - (c) a signature by a person with signing authority for the Employer, verifying the information in paragraphs 7.4 (a) and (b) above; and
 - (d) if requested by NOHFC, original receipts or other evidence of payment of salary, wages and employee benefits, which upon request by the Employer may be returned to the Employer after the Statement of Account has been paid.
- 7.5. The Final Report shall be in the form set out in Schedule D to this Agreement.

8. Records and Monitoring

- 8.1. The Employer shall maintain financial records and books of account respecting the Position in accordance with generally accepted accounting procedures.
- 8.2. NOHFC and the Provincial Auditor and their employees and agents shall be allowed access to the Employer's premises and to the Intern's work site to inspect and assess the

progress and results of the Position and the Position records, both during and following the term of this Agreement.

- 8.3. The Employer shall supply, on request, such information in respect of the Position and its results as NOHFC may require for the purpose of monitoring the Position or the Northern Ontario Internship Program.
- 8.4. If NOHFC or the Provincial Auditor believes that there are material inaccuracies in or inconsistencies between the Statements of Account and the Employer's financial records and books of account, NOHFC or the Provincial Auditor may request and the Employer must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:
 - (a) NOHFC funds received to date;
 - (b) expenditures made to date;
 - (c) whether the expenditures were made in accordance with this Agreement; and
 - (d) other financial information pertaining to this Agreement as may be reasonably specified in the request.

9. Indemnity and Insurance

- 9.1. The Employer hereby agrees to indemnify and hold harmless Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives from and against any and all liability, losses, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Employer or otherwise in connection with the Agreement..
- 9.2. The Employer represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out obligations similar to the obligations required of the Employer under this Agreement would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
 - (a) Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives as additional insureds with respect to liability arising in the course of performance of the Employer's obligations under, or otherwise in connection with, this Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a thirty (30) day written notice of cancellation.

- 9.3. The Employer shall provide to the assigned project officer with valid certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided in section 9.2. Upon the request of NOHFC, the Employer shall make available to NOHFC a copy of each insurance policy.
- 9.4. If the Employer is subject to the *Workplace Safety and Insurance Act, 1997*, the Employer is registered with the Workplace Safety and Insurance Board (WSIB), shall at all times throughout the employment of the Intern pay all amounts payable under the Act to the WSIB when they are due and, upon the request of NOHFC, shall deliver to NOHFC a copy of a current compliance certificate issued by the WSIB.

10. Compliance with Laws

- 10.1. The Employer shall, and shall require its directors, officers, partners, employees, agents, contractors and volunteers, if any, at all times to comply with any and all federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders applicable to the performance of this Agreement, the employment of the Intern and the Position. The Employer shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement, the employment of the Intern and the Position.

11. Information and Acknowledgement

- 11.1. The Contribution shall be acknowledged by the Employer on all reports, press releases, public statements, and publications pertaining to the Position or the Intern.
- 11.2. Subject to the *Freedom of Information and Protection of Privacy Act*, all information pertaining to the Contribution and the Employer's obligations under this Agreement is public information and may be released to third parties upon request.

12. Notices

- 12.1. Any notices to be given, and all reports and statements of account, and correspondence, under the provisions of this Agreement, shall be in writing and shall be given by personal delivery, prepaid registered mail, facsimile transmission, or courier service, and subject to change by either party with written notice, shall be addressed to the party at the address set out in this Agreement. Notices shall be deemed to have been effectively given on the date of delivery by personal service, facsimile transmission, or courier, or in the case of service by registered mail five business (5) days after the date of mailing.

13. Other Terms and Conditions

- 13.1. Corporate Changes. The Employer shall not alter its legal or corporate structure, ownership, control, financing or objects without the prior written consent of NOHFC. - NOHFC's consent shall not be withheld unreasonably.
- 13.2. Assignment. The Employer shall not assign this Agreement, nor any part hereof, without the prior written approval of NOHFC. Such approval may be withheld by NOHFC in its sole discretion, or given on such terms and conditions as NOHFC may require.

- 13.3. Third Parties. The Employer shall take reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors and volunteers shall be bound to observe the provisions of this Agreement.
- 13.4. Financial Assistance Only. This Agreement is not an employment agreement. This Agreement is a contract for conditional financial assistance only and nothing in it, or done pursuant to it, is to be construed as constituting the Employer as NOHFC's agent, employee, partner or joint venturer.
- 13.5. Waiver. The failure by NOHFC to insist in one or more instances upon the performance by the Employer of any of the terms or conditions of the Agreement shall not be construed as a waiver of NOHFC right to require future performance of any such terms or conditions, and the obligations of the Employer with respect to such future performance shall continue in full force and effect.
- 13.6. Force Majeure. A party to this Agreement shall not be responsible for failures in performance resulting from matters beyond the reasonable control of the party, including acts of God, riots or other civil insurrection, war, or strikes and lock-outs.
- 13.7. Severability. The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.
- 13.8. Amendment. This Agreement may be amended only by written agreement between the parties. An amendment may (i) be prepared by NOHFC for signature by the Employer, or (ii) consist of a written request for one or more changes to this Agreement which the Employer submits to NOHFC by facsimile transmission ("fax"), e-mail or letter mail, and if approved without modification by NOHFC, has been signed or, in the case of e-mails, approved by NOHFC and faxed, e-mailed or mailed back to the Employer.
- 13.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 13.10. Time is of the Essence. Time is of the essence in the performance of the obligations under this Agreement.
- 13.11. Entire Agreement. This Agreement, including the Schedules, embodies the entire agreement between the Employer and NOHFC with respect to its subject matter and supersedes any previous understanding or agreement, collateral, oral or otherwise, between them in the event of conflict.
- 13.12. Survival. The following provisions shall survive the termination or expiration of the Agreement: sections 2.0 - Position and Hiring, 7.0 - Payment of Contribution, 8.0 - Monitoring, 9.0 - Indemnity and Insurance, 11.0 - Information and Acknowledgement, and this subsection 13.12.

Internship Project Number: 8501633

SCHEDULE B

POSITION DETAILS/JOB DESCRIPTION AND FINANCIAL INFORMATION

A. POSITION DETAILS/JOB DESCRIPTION – REFER TO SECTION E OF APPLICATION

JOB TITLE: Asset Management Plan Coordinator Intern

JOB DESCRIPTION:

The main objective of the proposed internship position is to focus on updating the Town's Asset Management Plan (AMP) and ensure that all regulatory requirements are met. It is the Town's understanding that a new Provincial regulation for Municipal Asset Management Planning will be in place by March 31, 2017.

The duties and responsibilities the intern will undertake during the placement are the following:

- ensure that the two asset registers presently being maintained are combined into one register for the entire corporation;
- ensure that the Asset Management Planning is incorporated into the Corporate Budget process;
- ensure that the required AMP Policies are prepared and approved by Council in a timely fashion;
- ensure that all new condition rating information is uploaded in the Public Sector Digest Computer Software programs; and
- assist Public Sector Digester with implementing Asset Management Planning throughout the entire organization.

The educational background being sought is a graduate of Civil Engineer.

It is the intention of the organization to request multi-year funding for the intern to obtain their P. Eng designation.

B. FINANCIAL INFORMATION

START DATE: May 1, 2017	END DATE: April 30, 2018
--------------------------------	---------------------------------

# OF WEEKS	HOURS PER WEEK	HOURLY RATE	WEEKLY RATE	TOTAL WAGES	NOHFC CONTRIBUTION	NOHFC % OF ELIGIBLE COSTS*
52	40	\$25.65	\$1,026.00	\$53,352.00	\$31,500.00	59%

* **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.

SCHEDULE C**Request for Reimbursement under the Northern Ontario Internship Program**

This request for reimbursement form should be completed by the Employer and returned to the project officer assigned to the Employer by NOHFC. A Statement of Account must accompany this form. If this is a final request for reimbursement, then a Statement of Account and a Final Report (Schedule D attached) must accompany this request form.

General Information			Internship Claim	
NOHFC Number: 8501633			1st Claim <input type="checkbox"/>	Final Claim <input type="checkbox"/>
Job Title: Asset Management Plan Coordinator Intern			Pay Period covered From: _____ To: _____	Pay Period covered From: _____ To: _____
Employment Start Date: _____			Last Date Intern Worked: _____	
Employer Profile				
Employer Name: Town of Fort Frances			Contact Name: _____	
Contact Number(s): _____				
Funding Calculations				
Maximum NOHFC Funding Approved: \$			Claims to Date: \$	
Claim Calculation (reference note below for eligible costs)				
Total Weeks Worked:	Total Hours per Week:	Hourly Rate Paid: \$	Weekly Rate Paid: \$	Total Paid (this claim): \$
Declaration by Employer				
<p>The undersigned hereby declares that all expenditures reported in this claim form are Eligible Costs under NOHFC's Internship program, as defined below. Funds provided by NOHFC shall be used solely by the undersigned for the reimbursement of salary costs incurred through the employment of the Intern under the Internship program. Evidence of reported expenditures will be provided if requested. The Employer has fulfilled all applicable terms and conditions of the Northern Ontario Internship Agreement between the Employer and NOHFC.</p>				
By: _____		_____		
Authorized Signature		Date		
_____		_____		
Name (Print)		Title		

Note: "Eligible Costs" means the actual salary or wages paid to an Intern, which were incurred by the Employer during the Work Term, but do not include:

- (i) any benefits paid by the Employer including but not limited to: vacation pay; bonuses; gifts; termination or severance pay; expenses and allowances; and group medical, dental, or life insurance; Employer Health Tax (EHT); sick pay; and
- (ii) the Employer's portion of any deductions including but not limited to contributions to the Canadian Pension Plan and Employment Insurance (EI) premiums

For Office Use Only

Eligible Costs on this Claim: \$	x	Percentage of Eligible Costs payable by NOHFC: %	=	Amount Claimed from NOHFC: \$
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SCHEDULE D

Final Report

NOHFC Project Number: 8501633**Employer:** Town of Fort Frances**Job Title:** Asset Management Plan Coordinator Intern

Please provide an assessment of the Internship program

Have the objectives of the Position been met? (Please use Schedule B as a reference)

What is the employment status of the intern hired under the program?

- ☐ Intern was hired by our organization
- ☐ The intern has secured employment at another organization:
- ☐ In northern Ontario
 - ☐ Outside northern Ontario
- ☐ None of the above – please explain: _____

Supervisor signature: _____

Date: _____

Name (Print) _____

TOWN OF FORT FRANCES

BY-LAW NO. xx/17

(Being a by-law to approve a marketing license agreement with Service Line Warranties of Canada Inc. to provide services to participating Ontario municipalities related to sewer and water line laterals.)

WHEREAS on March 13, 2017, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations & Facilities Executive Committee, to enter into a marketing license agreement for the provision of sanitary sewer and water service warranty for property owners living with the Town of Fort Frances;

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

- 1. That the agreement with Service Line Warranties of Canada, Inc. in the form of Schedule “A” attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 10th day of April 2017.

R. Avis, Mayor

E. Slomke, Clerk

MARKETING LICENSE AGREEMENT BETWEEN TOWN OF FORT FRANCES, ONTARIO & SERVICE LINE WARRANTIES OF CANADA, INC.

This MARKETING LICENSE AGREEMENT ("Agreement") entered into this ____ day of _____, 2017 ("Effective Date"), by and between Town of Fort Frances, Ontario, a municipal corporation in the Province of Ontario ("Municipality"), and Service Line Warranties of Canada, Inc. ("SLWC"), a corporation organized under the laws of British Columbia, herein collectively referred to singularly as "Party and collectively as the "Parties".

RECITALS

WHEREAS, SLWC has entered into a Master Contract with Local Authority Services, a not-for-profit corporation under the laws of Canada and an affiliate of the Association of Municipalities of Ontario, to provide services to participating Ontario municipalities; and

WHEREAS, pursuant to Municipal policy, in Fort Frances after installation the service from property line to main is maintained by TOFF. Repair work is billed back if damage was definitively caused by the homeowner. Sewer and water line laterals between the property line and the connection on residential private property are to be maintained by the individual residential property owner ("Residential Property Owner"); and

WHEREAS, Municipality desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase service lateral warranties and other warranty products or services ("Warranty Products"); and

WHEREAS, SLWC has agreed to provide the Warranty Products to Residential Property Owners subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. Municipality hereby grants to SLWC the right to offer the Warranty Products to Residential Property Owners within the Municipality's boundaries subject to the terms and conditions herein. Municipality further agrees that it will provide to SLWC's Canadian print house (the "Print House") a list of names and addresses of Residential Property Owners, on the strict understanding that such list shall be only used for the limited purpose of mailing materials

related to the program and approved by Municipality as contemplated by this Marketing License Agreement and that such list shall not be made available to SLWC.

2. Municipality hereby grants to SLWC a non-exclusive license ("License") to use Municipality's name and logo on letterhead, advertising, billing and marketing materials to be sent to Residential Property Owners from time to time, all at SLWC's sole cost and expense and subject to Municipality's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld.

3. a) The term of this Agreement ("Term") shall be three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or a Renewal Term that the Party does not intend to renew this Agreement.

b) The Municipality may terminate this Agreement thirty (30) days after giving written notice to SLWC that SLWC is in material breach of this Agreement if said breach is not cured during said thirty (30) period. During the Term, SLWC shall conduct marketing campaigns at the times and prices indicated on Exhibit "A" attached hereto.

4. As consideration for such License, SLWC will pay to Municipality five percent (5%) of revenue for Warranty Products collected from Residential Property Owners ("License Fee") during the year. The first payment shall be due by January 30th of the year after the first year Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. SLWC shall include with the License Fee payment to Municipality a statement signed by an SLWC corporate officer certifying the amount of revenue from Warranty Products. Municipality will have the right, at its sole expense, to conduct an annual audit, upon reasonable notice and during normal business hours, of SLWC's books and records pertaining to revenue generated by this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. SLWC hereby agrees to protect, indemnify, and hold the Municipality, its elected officials, officers, employees and agents (collectively or individually, "Indemnatee"), harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWC or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, SLWC or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnatee notifies SLWC of any such Claim within a time that does not prejudice the ability of SLWC to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred in connection with such participation in such defense.

6. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by mail or delivery service (ii) telephonically faxed to the telephone number below provided that confirmation of transmission is received thereof, or (iii) by e-mail to the applicable address noted below. The notice shall be sent as follows:

To Municipality:
 ATTN: Travis Rob
 Town of Fort Frances
 320 Portage Ave.
 Fort Frances, ON P9A 3P9
 Phone: (807) 274-9893
 Email: trob@fortfrances.ca

To SLWC:
 ATTN: General Manager, Business Development
 Service Line Warranties of Canada, Inc.
 11 Grandview Circle, Suite 100
 Canonsburg, PA 15317
 Phone: (720) 470-8037
 E-mail: jolson@utilitysp.net

7. No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

8. Modifications or Amendments/Entire Agreement. All of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party or a duly authorized agent of that Party empowered by a written authority signed by that party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

9. Authority. Each Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of each Party is empowered to do so and thereby bind the respective Party.

10. This Agreement and the License granted herein may not be assigned by SLWC without the previous written consent of the Municipality, such consent not to be unreasonably withheld.

11. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

12. Any litigation related to this Agreement shall be brought and prosecuted exclusively in courts of the Province of Ontario. The governing law shall be the laws of Ontario and the laws of Canada applicable therein.

13. The above Recitals are incorporated by this reference and expressly made part of this Agreement.

IN WITNESS WHEREOF, The Parties hereto have executed this Agreement on the day and year first written above.

Town of Fort Frances

By: _____

Service Line Warranties of Canada, Inc.

By: _____

Service Line Warranty Program
Town of Fort Frances, ON
Term Sheet
February 21, 2017

- I. Term of agreement
 - a. Initial term
 - i. Three years guaranteed (total of 9 campaigns)
- II. Annual royalty – 5% of revenue for Warranty Products collected from Residential Property Owners
 - a. Municipality logo on letterhead, advertising, billing, and marketing materials
 - b. Signature by Municipality official
- III. Products offered
 - a. External sewer line warranty
 - b. External water line warranty
 - c. In-home plumbing warranty
- IV. Scope of Coverage
 - a. External sewer line warranty
 - i. Scope is from the property line until line daylights inside home...of which includes the service line under the concrete floor.
 - b. External water line warranty
 - i. Scope is from the property line until line daylights inside home...of which includes the service line under the concrete floor.
 - c. In-home plumbing warranty
 - i. Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.
- V. Marketing Campaigns – three seasonal campaigns per year (Spring, Fall and Winter)
 - a. 2017 Spring - Sewer
 - b. 2017 Fall - Water
 - c. 2018 Winter - In-home plumbing
 - d. 2018 Spring - Sewer
 - e. 2018 Fall - Water
 - f. 2019 Winter - In-home plumbing
 - g. 2019 Spring - Sewer
 - h. 2019 Fall - Water
 - i. 2020 Winter - In-home plumbing
- VI. Campaign Pricing
 - a. Sewer

- i. Year 1 - \$6.50 per month; \$73.00 annually
 - ii. Year 2 - \$6.50 per month; \$73.00 annually (subject to annual review)
 - iii. Year 3 - \$6.50 per month; \$73.00 annually (subject to annual review)
- b. Water
 - i. Year 1 - \$5.75 per month; \$64.00 annually
 - ii. Year 2 - \$5.75 per month; \$64.00 annually (subject to annual review)
 - iii. Year 3 - \$5.75 per month; \$64.00 annually (subject to annual review)
- c. In-home plumbing
 - i. Year 1 - \$6.50 per month; \$73.00 annually
 - ii. Year 2 - \$6.50 per month; \$73.00 annually (subject to annual review)
 - iii. Year 3 - \$6.50 per month; \$73.00 annually (subject to annual review)

TOWN OF FORT FRANCES

BY-LAW NO. xx/17

(Being a by-law to authorize a Geospatial Data License Agreement for purposes of utilization of the Town's geospatial data with Fire Underwriters Survey)

WHEREAS On March 27, 2017, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations and Facilities Executive Committee to approve a license agreement with Fire Underwriters Survey to allow it to utilize the Town's geospatial data for the prescribed fee.

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

- 1. That the license agreement with Fire Underwriters Survey, in the form of Schedule "A" attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 10th day of April 2017.

R. Avis, Mayor

E. Slomke, Clerk

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 9th day of March 2017
(Day) (Month) (Year)

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES
("The Town of Fort Frances")

- and - Fire Underwriters Survey
(“Licensee”)

WHEREAS The Town of Fort Frances has produced digital imagery and infrastructure data within the limits of The Town of Fort Frances (hereinafter referred to as Licensed data). The Town of Fort Frances is the owner of the intellectual property rights of the Licensed data addressed by the terms and conditions set forth in this Agreement.

AND WHEREAS the Licensee has requested a license from The Town of Fort Frances permitting the Licensee to utilize The Town of Fort Frances' digital mapping products and information (Licensed data), on the terms and conditions set forth in this agreement.

AND WHEREAS The Town of Fort Frances agrees to provide the Licensee with a non-exclusive, non-assignable & non-transferable perpetual license to utilize the digital mapping products and information (Licensed data) based upon the terms and conditions set forth in this Agreement;

THEREFORE, in consideration of the mutual benefits to be realized under this agreement, the parties hereto agree as follows:

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.
2. Copies: The Licensee may only make one copy of the Licensed data for back-up purposes only and not for use by any other person or organization. This back up shall only be used if a problem occurs with the original data. The Licensed data may be used in more than one computer at one time, provided all computers are solely owned and operated by the Licensee.

3. Licensed data: All Licensed data is in ESRI shapefile format, with the exception of the digital aerial photography. The coordinate system is UTM Zone 15N, NAD83. The Town of Fort Frances may consider, but shall not be obliged to provide the Licensed Data in other GIS or digital file formats as may be requested by the Licensee for its mapping system requirements.
4. Maintenance: The data licensed from The Town of Fort Frances is licensed for the Licensee's use only, not for resale or exchange with other parties. Licensed data is distributed "AS IS" on a one-time basis and The Town of Fort Frances is under no obligation to inform the Licensee of any changes, updates or alterations to the data. The Licensee will not receive any updated data, unless a new license request is made. Available data is in "raw" format and is not a finished map product.
5. Reserved Rights: The Town of Fort Frances shall retain all rights, title and interest to the Licensed data in all formats, languages and media. This includes copyrights, intellectual property, all other proprietary rights and the right to license the digital data covered by this Agreement to other users. The Licensed data shall continue to be the exclusive property of the Town of Fort Frances.
6. Copyright: Any paper or hard copy products derived from the Licensed data shall clearly indicate the source of the Licensed data and its copyright. If the data is modified in any way, this must be described with the source information. The Licensee agrees to not misrepresent The Town of Fort Frances Licensed data, nor imply that The Town of Fort Frances has approved any changes made by the Licensee, unless the Town of Fort Frances has granted expressed written permission.
7. Warranty: The Town of Fort Frances makes no warranty, expressed or implied, to the use of the Licensed data. Use of the Licensed data is done at the user's own risk and The Town of Fort Frances shall not be liable for any problems; including financial or business loss, the fitness of the Licensed data with other datasets, installation of the Licensed data and or any foreseeable or unforeseeable damages which may result from the use of the Licensed data.
8. Data Delivery: Orders for Licensed data sets do not have priority over other projects and work demands of The Town of Fort Frances Engineering Department. Significant delays may occur in such instances as staff shortages or schedule constraints. All efforts will be made to prepare and distribute Licensed data in a timely fashion. The Town of Fort Frances assumes no liability for shipping costs incurred, nor any damage to the Licensed data that may occur during shipping. The standard method of data delivery will be CD (Compact Disc).
9. Fees: The Town of Fort Frances licenses use of the Licensed data set in consideration of payment by the Licensee of the appropriate fee set out in the

current Schedule of Fees for the Town of Fort Frances and as illustrated in the attached price schedule. Fees paid are non-refundable. Data exchanges between the Licensee and The Town of Fort Frances will be considered.

10. Termination: The Town of Fort Frances may terminate this Agreement at any time, for any reason. Any violation of the license renders it null and void. This agreement will terminate automatically, without notice, if the Licensee fails to comply with any of the terms of this agreement. The Licensee may elect to terminate this Agreement at any time. Licensee user rights expire on the revocation of this license. Any and all copies of the Licensed data must be returned to The Town of Fort Frances within 30 days from the date this license expires or immediately if the license is revoked.

11. Third-Party Requests: If the Licensee receives a third party request for the Licensed data, the Licensee shall provide The Town of Fort Frances' contact information to the third party.

12. The terms of this agreement shall be in force from the date of execution or delivery of the Licensed Data, whichever is the later, and shall continue unless terminated under the provisions of this Agreement.

13. This Agreement constitutes the entire agreement and understanding of both parties as to the scope of this license and supersedes any and all prior agreements, warranties, understandings, discussions, negotiations and commitments, either written or oral, expressed and or implied between them.

14. Amendments to this agreement, be it the terms or provisions, must be elected in writing and signed by both parties.

15. This Agreement shall be subject to and interpreted in accordance with the Laws of the Province of Ontario.

16. This agreement is binding to both parties but does not constitute a relationship of partnership, or joint venture between the two parties.

Town of Fort Frances

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

***Please be advised that all agreements must be discussed with the Engineering Department (GIS) prior to signing.*

LICENSEE

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: Vice President

Name (Print): Michael Currie

Date: March 9, 2017

By (Signature): _____

I have the authorization to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

DATA LICENSE INFORMATION:Data Available:

Infrastructure (separate layers): Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines

Base Data: base map (with or without addresses), aerial photography (colour, April 2007, .ecw format only)

Data Requested:

Water Distribution System mains, hydrants, and mainline valves;

Data Delivery Type:

☐ CD (mail) ☒ Digital transfer (email) ☐ hard copy (paper)

Disclaimer: Please be advised that the GIS data within The Town of Fort Frances' database is in a constant state of update. Every effort has been made to ensure that the Licensed data is the most current, updated version.

2017 Fee Schedule:

Hard Copy Maps: 8 ½" X 11" - \$5.74; 11" X 17" - \$11.49; 24" X 36" \$28.71

Digital Aerial Photography: \$1148.67 (.ecw format only)

Shapefiles: \$287.16 per infrastructure shapefile layer
\$287.16 – base map

*prices do not include applicable H.S.T.

TOWN OF FORT FRANCES

BY-LAW NO. xx/17

(Being a by-law to approve an agreement with Automotive Materials Stewardship Inc. for funding for the collection of automotive products collected at the annual Municipal Hazardous and Special Waste event.)

WHEREAS on March 27, 2017, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations & Facilities Executive Committee, to enter into a funding agreement with Automotive Materials Stewardship Inc.

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

- 1. That the agreement with Automotive Materials Stewardship Inc. in the form of Schedule “A” attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 10th day of April 2017.

R. Avis, Mayor

E. Slomke, Clerk

MUNICIPAL AUTOMOTIVE MATERIALS SERVICES AGREEMENT

THIS AGREEMENT is made as of the 1st day of April, 2017 (the “**Effective Date**”).

BETWEEN:

AUTOMOTIVE MATERIALS STEWARDSHIP INC. (“AMS”)

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES (“MUNICIPALITY”)

collectively, the “Parties”

*Reporting Contract #:*_____

WHEREAS:

- A. By letter received by Waste Diversion Ontario December 12, 2006, the Minister of the Environment for the Province of Ontario required Waste Diversion Ontario (“WDO”) to develop a waste diversion program for municipal hazardous or special waste (“MHSW”) and that Stewardship Ontario (“SO”) act as the Industry Funding Organization (“IFO”) for the program;
- B. SO, at the direction of and in cooperation with Waste Diversion Ontario, developed a municipal hazardous or special waste program plan for 9 materials (the Phase 1 materials), which was approved for implementation by the Minister of the Environment by letter dated February 19, 2008;
- C. SO and the Municipality entered into an agreement concerning the provision of certain services by the Municipality to SO concerning the Phase 1 materials.
- D. On May 31, 2016, in accordance with Section 34 of the *Waste Diversion Transition Act, 2016*, AMS submitted an Industry Stewardship Plan (“ISP”) for Automotive Materials (as defined in Section 1.2)
- E. On August 10, 2016, WDO approved the AMS ISP for Automotive Materials pursuant to the provisions of Section 34 of the *Waste Diversion Act, 2002*.
- F. On November 30, 2016, the *Waste-Free Ontario Act, 2016* was proclaimed and replaced the *Waste Diversion Act, 2002*

- G. On November 30, 2016, the Resource Productivity and Recovery Authority (the “Authority”) was proclaimed as part of the new Waste-Free Ontario Act, 2016, replacing the WDO.
- H. On December 20, 2016, the Authority designated April 1, 2017 as the effective date of the ISP for Automotive Materials.
- I. AMS and the Municipality wish to enter into a new agreement concerning the provision of certain services by the Municipality to AMS concerning Automotive Materials.

NOW THEREFORE in consideration of the premises, the parties hereto agree as follows:

1.0 Definitions and Interpretation

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Waste Diversion Transition Act, 2016* (Ontario) or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.
- 1.2. In this Agreement:
 - (a) **“Agreement”** means this Agreement and includes all schedules and amendments thereto;
 - (b) **“Automotive Materials”** means the following designated waste materials designated as Phase 1 in the Minister’s program request letter to Waste Diversion Ontario received on October 25, 2010 and as may be further defined by the Minister from time to time:
 - Antifreeze, and the containers in which it is contained
 - Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil
 - Oil filters – after they have been used for their intended purpose
 - (c) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
 - (d) **“Claims Submission”** means submission to AMS of data required to validate claim for payment;
 - (e) **“Collection Services”** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring Automotive Materials onto transportation vehicles, including the manifesting of the Automotive Materials prior to transportation away from the Event or Depot;
 - (f) **“Depot”** means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving Automotive Materials from the public and/or Exempt Small Quantity IC&I Generators and transferring same to transporters for processing or recycling;
 - (g) **“Diversion Report”** means invoices, Automotive Material tonnage reports, or other such documents as may reasonably be required by AMS from time to time for the validation of Claims Submissions;
 - (h) **“End Processor”** means a Service Provider that processes collected Automotive Materials;
 - (i) **“Event”** means a one-day or other collection event, operated by or on behalf of a municipality to collect, pack, transport, weigh, and process Automotive Materials from the public and/or Exempt Small Quantity IC&I Generators;

- (j) **“Exempt Small Quantity IC&I Generator”** means a business that is not required to submit a Generator Registration Report with respect to Automotive Materials under subsection 18 (1) of Regulation 347, made under the *Environmental Protection Act* (Ontario), as amended from time to time;
- (k) **“FOB”** means free on board;
- (l) **“Generator”** means the final user who generates waste which will be reused, recycled or disposed;
- (m) **“Manifesting”** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (n) **“Member Associations”** means representatives from the Regional Public Works Commissioners of Ontario, the Association of Municipalities of Ontario, and the Municipal Waste Association;
- (o) **“Minister”** means the Minister of the Environment for the Province of Ontario;
- (p) **“Municipal Services”** means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (q) **“Packing Standards”** means the Waste Packing Protocols listed in Schedule “D” as amended by AMS from time to time;
- (r) **“Post-Collection Services”** means the management of Automotive Materials after delivery of such Automotive Materials to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of Automotive Materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;
- (s) **“Service Provider”** means the Municipality and/or a commercial party that provides Municipal Services to AMS or the Municipality as the case may be; and
- (t) **“WeRecycle Portal”** means AMS’s online system for uploading Claims Submissions.

2.0 Municipal Services

2.1. This Agreement is for three different service location types for the provision of Municipal Services by the Municipality to AMS. These are as follows:

- (a) Depot
 - (i) The Municipality or the Municipality’s Service Provider provides Depot Collection Services for Automotive Materials. AMS pays the Municipality an hourly rate for the Collection Services of Automotive Materials.

- (ii) Automotive Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by approved Automotive Incentive Program (“AIP”) transporters.
- (b) Event
 - (i) The Municipality or the Municipality’s Service Provider provides Event Collection Services for Automotive Materials. The Municipality may combine Events with other activities, including collection of non-Automotive Materials. AMS pays the Municipality a cost per tonne of Automotive Materials as per Schedule “B” for the Collection and Post-Collection Services.
- (c) Event (and transportation to Depot)
 - (i) The Municipality or the Municipality’s Service Provider provides Event Collection Services for Automotive Materials and transports the collected Automotive Materials to a Depot. AMS pays the Municipality a cost per tonne.
 - (ii) Automotive Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by AIP transporters.

For the purpose of this Agreement, AMS and the Municipality have agreed that the service location types marked with an “X” below will be the ones under which the Municipality will provide Municipal Services to AMS.

☐ Depot

☒ Event

☐ Event (and transportation to Depot)

- 2.2. AMS and Municipality may agree in writing at any time to change the service location type under which Municipality is providing Municipal Services to AMS herein to the other service location type listed or to add another service location type and this Agreement shall be deemed to have been amended accordingly.

3.0 Price and Payment

3.1. Price

- (a) Municipal Services – Depot. AMS will pay for Municipal Services provided by the Municipality as follows:
 - (i) AMS will pay the Municipality the hourly rate as set out in Schedule “B” for the Total Reimbursable Hours of Operation as specified in Schedule “A” for the Collection Services.
 - (ii) Post-Collection Services for Automotive Materials collected at Depots will be paid directly to Service Providers by AMS as part of the AIP.

- (b) Municipal Services - Event. AMS will pay for Municipal Services provided by the Municipality as follows:
 - (i) AMS will pay the Municipality an amount per tonne as set out in Schedule “B” for the Collection Services and Post-Collection Services for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive Materials as determined by the Service Provider providing the Post-Collection Services will be used.
- (c) Municipal Services – Event (and transportation to Depot). AMS will pay for Municipal Services provided by the Municipality as follows:
 - (i) AMS will pay the Municipality an amount per tonne as set out in Schedule “B” for the Collection Services and transportation of Automotive Materials to a Depot for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive Materials as determined by the Service Provider providing the Post-Collection Services will be used.
 - (ii) Post-Collection Services for Automotive Materials collected at Events and transported to Depots will be paid directly to Service Providers by AMS as part of AIP.

3.2. Payment

- (a) Municipal Services – Depot.
 - (i) For Depot Collection Services payable pursuant to Section 3.1(a)(i), AMS will pay the Municipality pursuant to this Agreement within thirty (30) days of the end of each calendar month.
- (b) Municipal Services - Event.
 - (i) To receive payment for Event Collection Services and Post-Collection Services, the Municipality must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Automotive Materials. The Claims Submission is to be submitted by Municipality to AMS within thirty (30) days of Municipality receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the Diversion Report(s) received from Municipality within thirty (30) days of receipt and AMS will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Municipality.
- (c) Municipal Services – Event (and transportation to Depot).
 - (i) To receive payment for Event Collection Services and transportation of Automotive Materials to a Depot, the Municipality must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping

manifest(s) with respect to the Automotive Materials. The Claims Submission is to be submitted by Municipality to AMS within thirty (30) days of Municipality receiving the related manifest(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the manifest(s) received from Municipality within thirty (30) days of receipt and AMS will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Municipality.

- 3.3. Municipality will provide any additional back-up/supporting information reasonably requested by AMS to verify the accuracy of the Claims Submissions from time to time.
- 3.4. The Municipality will not charge residential Generators of Automotive Materials for collection of Automotive Materials at its Depots or Events.
- 3.5. Late Submission Penalties
 - (a) AMS may reduce amounts payable under Claims Submissions which are not submitted to AMS within the time periods set out in section 3.2 (b) and (c) by five (5%) per cent per month.
 - (b) AMS will have no responsibility to pay and Municipality will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by AMS by January 31 of the following calendar year.

4.0 Term

- 4.1. This Agreement will commence on the Effective Date and its initial term will continue until the expiry of a three (3) year period following the Effective Date. The initial term and any such additional term or terms are herein referred to as the "Term".

5.0 Title and Compliance with Laws

- 5.1. Title to all Automotive Materials collected by Municipality at Events and Depots will belong to Municipality from the time of collection until transfer of the collected Automotive Materials to an approved AIP transporter. At no time will AMS have title to Automotive Materials unless handled directly by AMS employees. Any contract entered into between Municipality and a transporter or an End Processor for Automotive Materials must provide that title transfers in accordance with the Transporter and Processor Standards found on the AMS website at www.automotivematerialsstewardship.ca, as amended from time to time.
 - (a) Notwithstanding the foregoing, if the Municipality operates a reuse program for any Automotive Materials, title to the Automotive Materials being reused shall transfer to municipality one (1) second prior to being given to the person or entity requesting it for reuse purposes.

- 5.2. In performing the Municipal Services hereunder, Municipality represents and warrants that it will at all times, and will require its service providers to, have all Certificates of Approval (also known as an Environmental Compliance Approval), and any other approvals required and that it will otherwise comply at all times and require its service providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

6.0 AMS Policies, Standards and Guidelines

- 6.1. AMS may develop or propose amendments, from time to time, to policies, standards and guidelines relative to the provision of Municipal Services. AMS will endeavour to provide the Member Associations sufficient time to comment on the proposed amendments for the purposes of reaching consensus in support of implementing the proposed amendments, and for clarifying potential impacts to the Municipality.
- 6.2. The AMS Collection Site Standards in effect at the time of entering into this Agreement are included in Schedule "D" for convenience.
- 6.3. Municipality will use best efforts to comply with, and will require that any of its contractors supplying Municipal Services use best efforts to comply with, the provisions of all such policies, standards and guidelines as they pertain to the provision of the Municipal Services. AMS will communicate any new or amended such policies, standards and guidelines to Municipality via email and will post copies of such new or amended policies, standards and guidelines on AMS's website as they are developed.
- 6.4. Municipality may provide written notice within thirty (30) days of receiving such communication that it does not wish to comply with a new or amended policy, standard or guideline, and in the event that the Municipality provides such written notice either Party may exercise the termination provisions of 19.4(b).

7.0 Promotion and Education

- 7.1. Proper education and promotion of the proper end of life management of Automotive Materials is essential to the ISP's success. The Municipality will work cooperatively with AMS in undertaking such promotion and education activities with respect to the ISP for Automotive Materials and collection of the Automotive Materials as set out in Schedule "C" and as may otherwise be reasonably requested by AMS from time to time.

8.0 Indemnity and Insurance

- 8.1. Each party (the "Indemnifying Party") hereby indemnifies and saves harmless the other party (the "Indemnified Party") on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.

- 8.2. The Municipality will, during the Term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Municipality's or Service Provider's expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Municipality can self-insure.
- 8.3. The Comprehensive General Liability policy of insurance referred to in this section will include AMS as an additional insured.
- 8.4. Unless the Municipality wholly self-insures, the Municipality will deliver a copy of Certificate(s) of Insurance maintained by the Municipality or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Municipality or Service Provider's insurance, naming AMS as an additional insured with the following language:

“Automotive Materials Stewardship and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing.”

If the Municipality wholly self-insures, the Municipality will deliver a letter stating such self-insurance to AMS upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.

- 8.5. The Certificate(s) of Insurance, referred to in subsection 8.4, must also provide that AMS will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

9.0 Assignment

- 9.1. The Municipality may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of AMS.
- 9.2. Notwithstanding subsection 9.1, the Municipality may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, AMS:
 - (a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
 - (b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or
 - (c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended

10.0 Notices

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either AMS or the Municipality will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is

available (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to AMS will be delivered to:

Operations Officer
Automotive Materials Stewardship
1 St. Clair Avenue West, Suite 701
Toronto, ON M4V 1K6

Email: operations@autostewardship.ca

Notices to The Municipality will be delivered to:

Doug Brown, Operations & Facilities Manager
Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9

Email: dbrown@fort-frances.com

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5th) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

11.0 No Partnership or Joint Venture

- 11.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Municipality will be an independent contractor.

12.0 Severability

- 12.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

13.0 Amendment and Waivers

- 13.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

14.0 Further Acts

- 14.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

15.0 No Third Party Beneficiaries

- 15.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

16.0 Counterparts and Facsimile

- 16.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

17.0 Force Majeure

- 17.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

18.0 Dispute Resolution

- 18.1. All disputes arising out of in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does not have a direct or indirect interest in any party or the subject matter of the arbitration.

Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, the Resource Productivity and Recovery Authority may appoint the arbitrator on behalf of the Parties after receiving written submission from both.

19.0 Termination

- 19.1. If, in the reasonable opinion of either party, there has been a breach of this Agreement by the other party (the “defaulting party”), the Municipality or AMS (the “party giving notice”) may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.
- 19.2. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters and payment obligations arising prior to the date of termination.
- 19.3. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 19.1 & 19.4, without cause, cost or penalty, save and except for matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.
- 19.4. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:
 - (a) Either Party assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
 - (b) the Municipality provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by AMS as per section 6.1; or
 - (c) the Municipality fails to keep the terms of this Agreement confidential as per section 26.1, in such instances only AMS may terminate this agreement; or
 - (d) a receiver or trustee is appointed for any part of the assets of AMS; or
 - (e) the Industry Stewardship Plan Agreement between AMS and the Authority is terminated.

20.0 Survival

- 20.1. Articles 8, 19.2 and 26 of this Agreement will survive termination or expiry and continue in full force and effect.

21.0 Additional Conditions

- 21.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

22.0 Entire Agreement

- 22.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

23.0 Headings for Convenience Only

- 23.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

24.0 Governing Law

- 24.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

25.0 Legislation References

- 25.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

26.0 Confidentiality

- 26.1. Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), Municipality will at all times treat Schedule "B" and the financial terms contained therein as private and confidential information. Notwithstanding the foregoing, Municipality may provide Schedule "B" and the financial terms contained therein to the Member Associations solely for the purpose of discussion with AMS as set out in section 4.3 of this Agreement.

To the extent permitted under MFIPPA, Municipality will inform AMS of any request made of Municipality under MFIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by AMS to Municipality so that AMS will have an opportunity to make representations to Municipality with respect to the proposed disclosure.

27.0 Rights and Remedies

- 27.1. The rights, remedies and privileges in this Agreement given to the Parties:
- (a) are cumulative and any one or more may be exercised;
 - (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
 - (c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

28.0 Schedules

- 28.1. Schedules "A" through "D" are attached hereto and incorporated in and form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

AUTOMOTIVE MATERIALS STEWARDSHIP

by: _____

Name: David Pearce

Title: Operations Officer

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

by: _____

Name:

Title:

SCHEDULE “A” – COLLECTION ACCESSIBILITY SCHEDULES

Municipality will collect all Automotive Materials from its residents according to the following Collection Accessibility Schedules.

Depots

Depot Name	Address	Days & Hours of Operation	Operating Season	Operating Hours	Reimbursable Hours
N/A	N/A	N/A	N/A	0	0
TOTAL REIMBURSABLE HOURS					0

Events

Municipality will use commercially reasonable efforts to submit Event Collection Accessibility Schedules in the format below to AMS for approval by March 31st of the calendar year in which the Events will be held, and in all cases will submit Event Collection Accessibility Schedules not less than sixty (60) days prior to the next planned Event. Once approved by AMS, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

Event Collection Accessibility Schedule - Example

Event #	Municipality	Date	Location	Address	Collection Hours	Service Provider
1	<i>Municipality name</i>	<i>Event date</i>	<i>Location name</i>	<i>Full address</i>	<i>ex. 9am - 2pm</i>	<i>SP Name</i>

INITIALLED BY MUNICIPALITY: _____

SCHEDULE “B” – PAYMENT FOR COLLECTION SERVICES

AMS will pay the Municipality for Automotive Materials Collection Services as follows:

For Municipal Services – Depot, AMS will pay the Municipality the rate of **\$0.00** per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule “A”, to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

For Municipal Services – Event, AMS will pay the Municipality a rate of **\$2,200.00** per tonne of Automotive Materials plus applicable taxes.

For Municipal Services – Event (and transportation to Depot), AMS will pay the Municipality a rate of **\$0.00** per tonne of Automotive Materials plus applicable taxes.

INITIALLED BY MUNICIPALITY: _____

SCHEDULE “C” – PROMOTION & EDUCATION

The Municipality will actively promote the collection of Automotive Materials through municipal publications, events and activities that support the Municipality's waste management strategy. The Municipality will not charge AMS for any promotion or education activities unless AMS has agreed to such charges in advance in writing. AMS's decision not to pay for specific promotion and education activities does not discharge the Municipality from its obligation to inform the Municipality's residents of its Collection Accessibility Schedules (see Schedule “A”).

The Municipality must submit to AMS draft copies of all publications using AMS trademarks and logos for approval, which AMS may withhold for any reason.

The Municipality, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Automotive Materials Stewardship or any brand owned or used under license by AMS, such as Orange Drop.

SCHEDULE “D” – AMS COLLECTION SITE STANDARDS

The following are AMS’s Collection Site Standards applicable to this Agreement as of the date of this Agreement. Revisions to these standards will be posted on www.automotivematerialsstewardship.ca.

Collection Site Standards

Version: April, 2017



**Automotive
Materials
Stewardship**

To the extent that there is any conflict between these Collection Site Standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply. The collection site operator is required to comply with the requirements of the applicable laws and regulations and inform Automotive Materials Stewardship (“AMS”) of such discrepancies. For greater certainty, in the event that the Collection Site Standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site operator is required to comply with the Collection Site Standards as well as with applicable laws and regulations.

Background:

Automotive Materials Stewardship submitted an Industry Stewardship Plan for Automotive Materials to ensure certain hazardous and special wastes are collected and recycled or otherwise safely disposed of in an environmentally appropriate way (the “ISP”).

The Resource Productivity and Recovery Authority approved the ISP submitted by AMS for the following materials (“Automotive Materials”):

- Antifreeze, and containers in which they are contained
- Oil containers that have a capacity of 30 litres or less and that were manufactured for the purpose of containing lubricating oil
- Oil Filters – after they have been used for their intended purpose

The ISP, rules and material definitions can all be viewed in the ISP, posted on the AMS website at www.automotivematerialsstewardship.ca.

Purpose:

These Collection Site Standards define the minimum operating requirements to qualify as a collection site for Automotive Materials. All locations wishing to act as a collection site on behalf of AMS must be approved by AMS or by an approved AMS transporter that has been granted authorization to approve collection sites.

These Collection Site Standards do not absolve collection sites from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the collection site’s responsibility to be aware of, and abide by, all such legislation and regulations.

AMS reserves the right to review and revise these standards on an ongoing basis. The most current version will be posted on the AMS website. AMS will, as a courtesy, provide notification of changes to active collection sites for which it has current email addresses; however, it is the collection site’s responsibility to regularly check the AMS website for revisions.

Who this applies to:

For the purposes of these standards, a Collection Site Operator means the operator of a location at which Automotive Materials are received from the public and/or a small quantity or IC&I generator, or via the site's internal operations from which a transporter will pick up Automotive Materials and transport it to an approved processor.

Enforcement of these Standards:

Collection site operators shall:

- Provide AMS with all reasonable information relating to these standards or any matter that relates to the ISP or procedures of AMS;
- Acknowledge that AMS has a right of access to any and all such information during normal business hours and on 24 hours' notice.

Moreover, AMS may verify compliance information provided by collection site operators, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of AMS are bound by strict confidentiality agreements.

1.0 General Requirements

All collection site operators shall:

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability.
- 1.3 Identify and comply with all applicable legislation and approvals, including but not limited to be:
 - In possession of and in compliance with all terms in their MOE Environmental Compliance Approval (ECA);
 - In compliance with the Ontario Environmental Protection Act, 1990 (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
 - In compliance with the federal Transportation of Dangerous Goods Act (TDGA);
 - In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.
- 1.4 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
 - Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
 - Occupational health and safety regulations;
 - Hazardous waste management regulations (storage, handling).

- 1.5 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.
- 1.6 Maintain all records for a minimum of two years or longer as required by law, including manifests, bills of lading and waste records.
- 1.7 Provide notice to AMS of any fines or regulatory orders in the previous five years and, going forward, within 60 days of any new fine or regulatory order as it relates to the ISP.

2.0 Occupational Health and Safety

All collection site operators shall:

- 2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:
 - Employment Standards Act, 2000;
 - Occupational Health and Safety Act, 1990;
 - Workplace Safety and Insurance Act, 1997;
 - Canada Labour Code.
- 2.2 Possess workers' compensation coverage through either a provincial (WSIB) program or a private insurance policy.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.
- 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
 - Providing regular documented health and safety training;
 - Providing and enforcing the correct use of personal protection equipment; and
 - Safeguarding hazardous mechanical processes.

3.0 Staff Training

All Collection Site Operators shall:

- 3.1 Train staff on their emergency response plan.
- 3.2 Train staff to identify and pack Automotive Materials in its appropriate waste class according to Waste Packing Standards (refer to Appendix A).
- 3.3 Train staff to differentiate between Automotive Materials that are eligible for collection services under the ISP and other materials that are not (refer to Appendix A).
- 3.4 Update staff training based on any changes made to the Collection Site Standards.
- 3.5 Document and maintain records of staff training.

4.0 Waste Packing Protocols

All collection site operators shall:

- 4.1 Pack waste according to the Ministry of the Environment and Climate Change waste classes and AMS Waste Packing Standards as outlined in Appendix A.
- 4.2 Ensure that Automotive Materials are handled and stored as follows:
 - In accordance with the conditions laid out in their respective Environmental Compliance Approval and all applicable laws and regulations.
 - Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area, as applicable;
 - Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
 - Have sufficient space to receive, sort, store and prepare transportation containers for shipment;
 - As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
 - Be accessible to transport vehicles for pick-up of Automotive Materials; and
 - Have adequate security measures in place to prevent Automotive Materials from being tampered with by anyone at the site or using the collection facility at unauthorized times.
- 4.3 All waste must be packed in an approved UN container and all materials transported must be contained in accordance with TDGA requirements.
- 4.4 Bulky items must be stored in an upright position in a secure area, and in accordance with Technical Standards & Safety Authority (TSSA) requirements.
- 4.5 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Environmental Compliance Approval Storage Requirements. Waste material collected at event days is an exception since it may not always be possible to fill a transport container of a given waste class to capacity.
- 4.6 Make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport:
- 4.7 Place large pails (20 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used.
- 4.8 Contamination allowances:
 - Reasonable efforts must be taken to minimize contamination.
 - The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual transport containers for a given waste class.

- Contamination levels in transport containers (mis-packed Automotive Materials, non-program wastes as identified in Appendix A) will be monitored by AMS through random sampling. Collection site operators will be required to take corrective action if contamination allowances are exceeded. AMS reserves the right to revoke the collection site's approval status if corrective action is not taken as requested by AMS.

Appendix A – Waste Packing Standards

Please note: Automotive Materials Stewardship requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
1	Antifreeze Bulked – 212 Or Antifreeze Lab Pack – 212	<ul style="list-style-type: none"> • Antifreeze returned in containers with a volume of 30 litres or less. • Antifreeze recovered from vehicles at automotive service centres. 	<ul style="list-style-type: none"> • Plumbing antifreeze; • Vehicle windshield antifreeze; • Product marketed as industrial heat transfer fluid; • Fuel (gasoline & diesel) antifreeze; Lock de-icer; • Air brake antifreeze; • Antifreeze which does not contain ethylene or propylene glycol; • Containers used to deliver Antifreeze with a capacity greater than 30 litres. 	<ul style="list-style-type: none"> • Residential • All IC&I
2	Empty Auto Containers Or Empty Auto Containers - Shredded	<ul style="list-style-type: none"> • Antifreeze containers that are 30 litres or less; • Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil. • Note: Lubricating oil includes: Synthetic crankcase or engine oil; Hydraulic fluid; Polyester fluids; Circulating oil or turbine oil; Paper machine oil; Transmission fluid; Power steering fluid; Gear oil; Vegetable oil for lubrication; Re-refined oil; Electrical insulating oil; Refrigeration system oil; Compressor oil; Mineral heat transfer fluid; Marine engine oil for vessels operating domestically; Metal working oil; Form release oil; Textile oil; Chain oil; Rock drill oil; 2-cycle engine oil; Gasoline / 2-cycle engine oil mixes; Saw guide oil; Drawing, stamping and shaping oil; Process oil; Deducting oil; Marine cylinder oil; Machine tool and sideways lubricant; Natural gas compressor oil; Conveyor lube; Dripless lube; Quenching oil; Pneumatic system oil; Rustproof oil; Food grade white mineral oil. 	Containers from any of the following: Oil treatment; Diesel fuel treatment; Cleaning/flushing fluids for motors/equipment; Winter start fluid; Brake fluid; Undercoating; Penetrating oil; Hydraulic jack oil; 3-in-1 household oil; Aerosol propelled lubricant; Gun oil; Kerosene; Urethane coating; Sewing machine oil; Cooking oil; Windshield washer fluid; Emulsified oil.	<ul style="list-style-type: none"> • Residential • All IC&I

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
3	Oil Filters - 252	<ul style="list-style-type: none"> • Spin-on or element style filters that are used in hydraulic, transmission or internal combustion engine applications; • Diesel fuel filters; • Household furnace fuel filters; • Coolant filters; • Storage tank diesel fuel filters; • Plastic & paper element style filters; • Diesel fuel filters used at retail commercial pump islands 	<ul style="list-style-type: none"> • Gasoline fuel filters; • Air filters (automotive or non-automotive); • Household furnace air filters; • Sock-type filters 	<ul style="list-style-type: none"> • Residential • All IC&I

TOWN OF FORT FRANCES

BY-LAW NO. 21/17

(Being a by-law to approve an agreement with Sunset Country Ford for the Supply & Delivery of a half-ton, two-wheel drive, four door pickup truck tendered through a public tender process.)

WHEREAS on March 27, 2017, Council awarded a tender (No. 17-OF-03), on the recommendation of the Operations & Facilities Executive Committee for the supply and delivery of a half-ton, two-wheel drive, four door pickup truck.

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

1. That the agreement with Sunset Country Ford in the form of Schedule “A” attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 10th day of April 2017.


R. Avis, Mayor

E. Slomke, Clerk

SECTION 4
STANDARD FORM OF AGREEMENT

THIS AGREEMENT made in duplicate this 10th day of April 2017

BETWEEN:


(herein called the "Bidder")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES
(herein called the "Owner")

OF THE SECOND PART

WITNESSETH THAT: Whereas the Bidder has represented to the Municipality that he or she is well able to supply the vehicle as described in the Contract Documents.

NOW THEREFORE the parties hereto undertake and agree as follows:

Article 1 - The Bidder shall:

a) Do and fulfill every covenant contained in the Tender Documents and to supply the vehicle as described in the Tender Documents and which have been executed in duplicate by both PARTIES.

Article 2 - The Contract

The Tender Description, Information to Tenderers, Form of Tender, and Standard Form of Agreement are all to be read into and form part of the Agreement and the whole shall constitute a Contract between the PARTIES and it shall accrue to the benefit of and be binding upon them and their successors, executors, administrators and their assigns.

Article 3 - Terms

The Municipality shall pay to the Bidder in lawful money of Canada for the performance of the Tender (supply of vehicle), the amounts set out in the Form of Tender subject to the adjustments, additions, deductions and deletions as provided in the Tender Documents.

Article 4 - Payments

The Municipality shall pay on account thereof upon the Manager's approval, all monies owing to the Bidder for the performance of the Contract. Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Bidder.

Article 5 - Communications

All communications in writing between the PARTIES or between them and the Manager of Operations & Facilities Division, shall be deemed to have been received by the Addressee if delivered to the individual or to a member of the firm or to an officer of the Municipality for whom they are intended or if sent by registered mail or by telegram or Facsimile transmission addressed as follows:

a) The Bidder at:

Sunset Country Ford
1001 Kings Highway
Fort Frances ON

b) The Owner at;

Town of Fort Frances
 320 Portage Avenue
 Fort Frances, Ontario
 P9A 3P9
 Ph; 807 274 5323
 Fax No. 807-274-8479

c) The Manager of Operations &

Facilities Division at;
 Town of Fort Frances
 900 Wright Avenue
 Fort Frances, Ontario
 P9A 3P9
 Ph; 807 274 9893 EXT 1316
 Fax; 807 274 7360
 email trob@fortfrances.ca

IN WITNESSETH WHEREOF the corporate parties hereto have caused to be hereto affixed their respective Corporate Seals attested by the signatures of their respective duly authorized signing officers, and the unincorporated party or parties hereto have signed and affixed their seals as of the day and year first above written.

Corporate Seals attested by the authorized signing officers of:

Company/Firm Name Sunset Country Ford

Apr 5 2017
Date

[Signature]
Signature (I have the authority to bind the company)

THE CORPORATION OF THE TOWN OF
FORT FRANCES

Date

MAYOR

CLERK

(CORPORATE SEAL)

Unincorporated Contractors sign below:

SIGNED:
in the presence of:

Bidder's Signature

Witness to Bidder's Signature

Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Wednesday, March 22, 2017 5:44 PM
To: Lisa Slomke
Subject: AMO Policy Update - Federal Budget Includes Funding for Infrastructure, Housing, and Child Care

March 22, 2017

Federal Budget Includes Funding for Infrastructure, Housing, and Child Care

The Honourable Bill Morneau, Finance Minister of Canada, submitted his second [Budget](#) to the House of Commons today. The Budget was widely expected to elaborate on funding plans for infrastructure commitments from the government's election platform and 2016 Budget and 2016 Fall Economic Statement, providing more details on priorities within the five categories of: green, social, transit, trade and transportation, and rural and northern community infrastructure. The Budget also makes commitments to support innovation clusters in Canadian industries, creates funding for child care over the next 10 years, and commits to a National Housing Strategy.

Infrastructure:

The government's 2015 election platform promised to increase infrastructure spending by \$60 billion over ten years with \$20 billion each for Green, Transit, and Social infrastructure. The 2016 Budget committed initial Phase 1 of this funding in each category. The fall Fiscal Update expanded these funds to over \$180 billion over 11 years **including existing investments** and new categories for trade and transportation, and rural and northern communities, as well as the creation of a new Canada Infrastructure Bank.

This Budget provides further details on these funds such as:

Public Transit Infrastructure – Budget 2017 commits previously announced funding of \$20.1 billion over 11 years to support expansion of services, repair, and infrastructure. This funding will be provided to provinces and territories based on a formula of ridership (70 per cent) and population (30 per cent). Federal-provincial agreements will be signed to flow funding.

Social Infrastructure – Budget 2017 also commits \$21.9 billion over 11 years to funding for culture, recreational, educational, accessibility, and home care infrastructure starting in 2018-19 as announced in the Fall Economic Statement.

Affordable Housing – Guided by a new National Housing Strategy, to be released later in the year, Budget 2017 commits to investments of \$11.2 billion over 11 years from the Social Infrastructure Fund. Investments will include a range of measures including homelessness prevention programs, making more federal lands available for affordable housing development, and targeted housing for Indigenous peoples not living on reserve. Further, development of a new expanded, multi-lateral investment framework with Provinces and Territories will commence in 2019-20.

Green Infrastructure – Budget 2017 provides details on the \$21.9 billion over 11 years of previously announced funding for green infrastructure to support such priorities as cleaner air, water, reduced greenhouse gas emissions, and climate adaptation. This includes \$9.2 billion for provinces and territories provided on a base-plus-per capita basis. Other initiatives in this area include:

- \$5 billion in Canada Infrastructure Bank funding for green infrastructure
- \$120 million for electric vehicle recharging
- \$2 billion for a Disaster Mitigation and Adaptation Fund
- \$2 billion for a Low Carbon Economy Fund.

The government is also committing to provide some funding to renew energy efficiency programs, create a Smart Cities Fund to support 'smart infrastructure planning', and support the use of wood in infrastructure projects.

Trade and transportation – The Budget confirms \$10.1 billion over 11 years for trade and transportation funding to support trade corridors which get Canadian products to market. Further details will be announced.

Rural and Northern Communities – The government also confirmed \$2 billion over ten years starting in 2018-19 as announced in the Fall Economic Statement which can be used for a wide range of needs such as roads, bridges and transportation, renewable energy, and internet services expansion.

Canada Infrastructure Bank – The government provided additional details on this initiative, announced in the fall, which will be capitalized at at least \$35 billion and attract private investment such as pension funds to finance major, long term infrastructure projects. The Budget commits at least \$5 billion from the Bank to finance public transit and green infrastructure projects.

The Bank is also charged with the creation of a major infrastructure data initiative to collect and analyze comparable information on municipal and provincial infrastructure such as demand, use, infrastructure quality, and analysis for decision making. The Bank will work in partnership with municipalities, provinces, territories, and Statistics Canada to help provide better information regarding infrastructure investments.

Federal Gas Tax Fund:

The 2017 Budget confirms that the Federal Gas Tax Fund will be indexed as agreed at the rate of 2 per cent per year in \$100 million increments.

Child Care:

Budget 2016 provided an initial \$500 million in 2017-18 for early learning and child care. The government also announced that they will develop a National Framework on Early Learning and Child Care, in conjunction with Provinces and Territories, to guide the investment of these funds. Budget 2017 commits to an overall investment of \$7 billion over ten years for child care spaces. The government is proposing to work with the provinces and territories to create 40,000 new child care spaces in three years as an initial goal.

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

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March 30, 2017

In This Issue

- 2017 P.J. Marshall Municipal Innovation Awards - call for submissions.
- AMO Waste Diversion Portal is open!
- Ontario Small Urban Municipalities Conference - Rural Meets Urban.
- What is the key to achieving long-term financial sustainability?
- The electric vehicle renaissance has begun.
- Career with LAS.

AMO Matters

Submit your municipal government project that demonstrates excellence in the use of innovative approaches to improve capital and/or operating efficiency and to generate effectiveness through alternative service delivery initiatives and partnerships. Deadline May 14, 2017.

AMO's portal is open to municipal staff and elected officials to access reports, presentations and templates on *Bill 151, Waste-Free Ontario Act*, and the transition of waste diversion programs. For access, contact acrawford@amo.on.ca.

LAS

Achieving long-term financial success in a municipality is a lot like running a marathon. It requires preparation and FOCUS. Learn the key steps involved and how Ontario's municipalities can support one another along their journeys.

Once fettered by high costs, low speeds, and short distance ranges, there is now a renewed interest in electric vehicles (EVs). Learn more about available incentives for EVs and charging stations as Ontario moves towards a low carbon economy.

Municipal Wire*

The Town of the Blue Mountains invites you to the 64th Annual Ontario Small Urban Municipalities (OSUM) Conference, to be held May 3-5, 2017. The theme of the conference is "Rural Meets Urban," recognizing the challenge many of us face as our areas become increasingly urbanized through growth and the migration of people from larger cities to our municipalities. Registration and program information is available on the OSUM website.

Careers

LAS Program Manager - AMO. The Program Manager is responsible for the overall administration, marketing plan, and growth of assigned (i.e. One Investment, Natural Gas, Electricity) programs and management of the assigned program customer relationships. The position will lead the identification, research, program and contract development, and marketing of potential new programs for LAS. The Program Manager will also act as a subject matter expert resource to the municipal sector in all issue areas relevant to assigned programs. Apply by 12:00 PM April 21, 2017 by sending your resume to hr@amo.on.ca.

About AMO

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

AMO Contacts

AMO Watch File Team, Tel: 416.971.9856
Conferences/Events

Policy and Funding Programs
LAS Local Authority Services
MEPCO Municipal Employer Pension Centre of Ontario
Media Inquiries, Tel: 416.729.5425
Municipal Wire, Career/Employment and Council Resolution Distributions

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



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200 University Ave. Suite 801, Toronto ON Canada M5H 3C6
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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Wednesday, April 05, 2017 11:09 AM
To: Lisa Slomke
Subject: AMO Policy Update - Bill 68 Submission and 1/3 Tax Exemption

April 5, 2017

Bill 68 Submission and 1/3 Tax Exemption

AMO's submission on Bill 68 is now available on our website at [Bill 68 Standing Committee Submission](#). AMO continues to promote changes to the Bill and will appear before the Standing Committee on Social Policy on April 11. This is the deadline for submissions. At a date not yet established, the Standing Committee will meet to table and vote on amendments. A number of municipal governments have sent us messages of support following up on the March 31st video message and briefing note on this legislation as well as school closures.

In addition, the federal government's proposal to end, effective 2019, the 1/3 tax exemption is very much on our radar. AMO is preparing a survey to go to municipal treasurers in the next few weeks to obtain data about council remuneration and the impact that ending this approach will have on remuneration and municipal budgets. AMO is working with several other provinces that are similarly impacted so that a coordinated federal approach occurs going forward.

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Lisa Slomke

From: Doug Brown
Sent: Monday, April 03, 2017 8:38 AM
To: Tyson Dennis; Doug Kitowski; John Albanese; June Caul; Ken Perry; Roy Avis; Paul Ryan; Wendy Brunetta; Aaron Petrin; Jason Kabel; Laurie Lindberg; Lisa Slomke; Shane Freamo; Travis Rob
Subject: FW: Budget and Housing

Hi All, see below information on building an inclusive National Housing Strategy. Regards Doug Brown

From: Iain Angus [<mailto:iainangus@tbaytel.net>]
Sent: March-29-17 11:30 AM
To: Kristen Oliver <admin@noma.on.ca>
Subject: FW: Budget and Housing

Building an Inclusive National Housing Strategy

All Canadians need and deserve housing that is safe, adequate and affordable. Without it, Canadians feel less secure, making it harder to accomplish every other goal—from raising healthy children to pursuing education, jobs and opportunity.

When affordable housing is in short supply, Canada's whole economy suffers. The lack of access to adequate, suitable and affordable housing is a particular concern in big cities.

To help address immediate housing needs, Budget 2016 committed to invest \$2.2 billion over two years, to give more Canadians access to more affordable housing. To supplement these investments, Budget 2016 also provided funding for low-cost loans and new financing tools to encourage municipalities, housing developers and non-profit housing providers to develop more affordable rental housing units.

To build on these early efforts, Budget 2017 proposes to invest more than \$11.2 billion over 11 years in a variety of initiatives designed to build, renew and repair Canada's stock of affordable housing and help ensure that Canadians have affordable housing that meets their needs.

These investments will be made as part of a new National Housing Strategy. The Strategy was developed following extensive consultation with and input from provinces, territories, municipalities, Indigenous Peoples, industry experts, stakeholders and, most importantly, those Canadians who are living with the challenge of finding adequate and affordable housing in many of Canada's big cities, and rural and remote communities.

The Strategy will provide a roadmap for governments and housing providers across the country as they decide how to best support housing renewal in their communities. Key elements include:

- A renewed partnership between the Government and provinces and territories to better support key housing priorities.
- A new \$5 billion National Housing Fund to address critical housing issues, and better support vulnerable citizens.
- Targeted support for northern housing.

- Targeted housing support for Indigenous Peoples not living on-reserve.
- Renewed and expanded federal investments to combat and prevent homelessness.
- Making more federal lands available for the development of affordable housing.
- Expanded funding to strengthen CMHC's housing research activities.

A Renewed Federal-Provincial-Territorial Partnership in Housing

As housing needs vary greatly by community, the Government is committed to working with the provinces and territories to ensure that the unique needs of communities all across Canada can be met.

Budget 2017 proposes to provide approximately \$3.2 billion over the next 11 years to provinces and territories to support key priorities for affordable housing. These priorities may include the construction of new affordable housing units; the renovation and repair of existing housing; rent subsidies and other measures to make housing more affordable; and other initiatives to support safe, independent living for Canada's seniors, persons with disabilities and other individuals requiring accessibility modifications.

This investment will be provided through a new, expanded, multilateral investment framework that will replace the existing Investment in Affordable Housing initiative, which is set to expire at the end of 2018–19.

Taking Action on Affordable Housing

In Budget 2016, the Government reallocated \$30 million, over two years, to help federally administered social housing providers maintain rent-geared-to-income units after current agreements end.

This investment notably helped 15 low-income families residing at Peter Secor Housing Co-operative in Toronto to continue to receive rent subsidies. These subsidies will help to make their current housing more affordable, giving these families some much-needed relief and lessening the burden of having to choose between paying monthly rent and purchasing other necessities, such as healthy food and clothes for growing children.

A New National Housing Fund

As part of the Government's renewed role in housing policy, Budget 2017 proposes to establish a National Housing Fund to address critical housing issues and prioritize support for vulnerable citizens, including: seniors; Indigenous Peoples; survivors fleeing situations of domestic violence; persons with disabilities; those dealing with mental health and addiction issues; and veterans.

Administered through CMHC, this Fund will receive an investment of \$5 billion over the next 11 years.

The National Housing Fund will:

- **Encourage greater collaboration and investment in housing:** A new co-investment fund will be established to pool resources among many housing partners, including governments, the private sector and community organizations, to prioritize large-scale community renewal projects.
- **Expand direct lending for new rental housing supply and renewal:** Building on investments made in Budget 2016, the National Housing Fund will provide municipalities and other housing partners with sustained and improved access to low-cost loans for the repair and renewal of housing units, as well as for the construction of new affordable housing, through the Affordable Rental Housing Financing Initiative. This will leverage billions of dollars available for investment in affordable housing, and help improve the quality and condition of affordable housing across Canada.

- **Support for innovations in affordable housing:** To develop a stock of affordable rental housing that delivers a better quality of life for residents, CMHC will make up-front capital contributions available to affordable housing providers. This will encourage innovative approaches to housing development, such as energy efficiency retrofits to lower utility costs, and accessibility modifications to expand the range of housing options available to Canadians living with disabilities.
- **Preserve the affordability of social housing:** To help social housing providers maintain rent-geared-to-income units when long-term operating agreements expire, CMHC will provide temporary funding to social housing providers as they transition to more sustainable operating models.
- **Support a strong and sustainable social housing sector:** CMHC will also establish a Sector Transformation Fund and Technical Resource Centre to provide technical assistance, tools and resources to help social housing providers transition to more efficient and financially sustainable operating models.

Further details about the National Housing Fund will be announced as part of the launch of the National Housing Strategy later this year.

Over the next number of years, a large number of operating agreements which help subsidize affordable rental housing will be expiring as CMHC-supported mortgages wind down. The Government intends to preserve the baseline funding related to these agreements, so that Canadians have access to housing options that are affordable and meet their needs. The use and renewal of these funds will be determined over the next year. These funds are in addition to the new investments in affordable housing and homelessness supported by Budget 2017.

Targeted Housing Support for Indigenous Peoples Not Living On-Reserve

Indigenous Peoples not living on-reserve face unique challenges accessing culturally appropriate and affordable housing. In recognition of this, Budget 2017 proposes to invest \$225 million over the next 11 years to provide financial support to housing providers serving Indigenous Peoples not living on-reserve.

This funding will provide assistance for needed capital repairs, help ensure the continued affordability of units previously supported by the former Urban Native Housing Program and encourage development of new housing. The Government will develop and administer this program in collaboration with First Nations, Inuit and Métis partners.

Working Together to Tackle Homelessness

Homelessness is a reality for too many Canadians and a challenge for every Canadian community.

Through the Homelessness Partnering Strategy, the Government provides direct support and funding to communities across Canada for projects to prevent and reduce homelessness, including Housing First initiatives that help homeless women and men secure stable housing while providing them with support for underlying issues, such as mental health or addiction.

Budget 2017 proposes a total investment of \$2.1 billion over the next 11 years to expand and extend funding for the Homelessness Partnering Strategy beyond 2018–19, when current funding is scheduled to end. By 2021–22, this will nearly double the investments made in 2015–16, prior to the start of Phase 1 of Canada's new infrastructure plan.

Over the next year, guided by the efforts of an advisory panel of homelessness experts, the Government will consult with stakeholders, provinces, territories and Indigenous partners on how the Homelessness Partnering Strategy can be redesigned to better reduce and prevent homelessness across Canada.

Making More Federal Lands Available for Affordable Housing

The Government has a unique opportunity to directly contribute to the creation of additional affordable housing and social housing.

Budget 2017 proposes to invest \$202 million over the next 11 years to make surplus federal lands and buildings available to housing providers at low or no cost for the development of affordable housing. This includes funding to top up the existing Surplus Federal Real Property for Homelessness Initiative in 2017–18, and a new expanded initiative starting in 2018–19, which will also provide funding for environmental remediation and for renovations or retrofits needed to ensure that the surplus federal buildings are suitable for use as housing.

Taken together, these investments will increase by a factor of 10 the Government's annual contribution of land and property intended for development as affordable housing.

Strengthening Housing Research and Establishing a Housing Statistics Framework

In recent years, Canada has grappled with difficult questions about housing affordability and foreign ownership—questions that could not be answered in a timely or effective way. Gaps in research and data in these areas must be filled, to ensure that Canada maintains a stable and well-regulated housing market, and to ensure that investments made under the National Housing Strategy are effective.

As part of the National Housing Strategy, Budget 2017 proposes to provide \$241 million over the next 11 years to CMHC to improve data collection and analytics, which will strengthen the ability to report the outcomes of the National Housing Strategy and make informed policy decisions. This investment will also support expanded housing research through university networks and collaboration with other levels of government, and a network of innovation labs that will incubate new ideas and design solutions to affordable housing challenges.

To address data gaps in current nationwide housing data, Budget 2017 also proposes to provide \$39.9 million over five years, and \$6.6 million per year thereafter, to Statistics Canada to develop and implement a new Housing Statistics Framework. This investment is over and above investments under the National Housing Strategy.

The Housing Statistics Framework will be a nationwide database of all properties in Canada, and provide up-to-date information on purchases and sales, including the degree of foreign ownership, as well as information on homeowner demographics and financing characteristics.

The Framework will represent a significant jump forward in the quality and type of housing data available, and will provide more accurate and timely information to existing and prospective homeowners, industry analysts and government decision-makers.

Statistics Canada will begin to publish Housing Statistics Framework data in the fall of 2017.

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390 HIGHWAY 94, CORBEIL, ONTARIO P0H 1K0
 TEL.: (705) 752-2740 FAX.: (705) 752-2452
 Email: municipality@eastferris.ca

REGULAR COUNCIL MEETING

HELD

March 28th, 2017

No. 2017-78

Moved by Councillor Voyer

Seconded by Councillor Kelly

WHEREAS the Ministry of Municipal Affairs and Housing has proposed a change to the Building Code, B-08-09-03, requesting mandatory five year septic tank pump out and records retention by the owner;

AND WHEREAS that same change requires Municipalities to administer and enforce this change;

AND WHEREAS the change document fails to identify and acknowledge the administrative costs that will be added to Municipalities;

AND WHEREAS the change document fails to identify any transfer of Provincial funding to offset these downloaded costs;

AND WHEREAS many Municipalities already have By-laws to regulate septic systems especially near waterways;

AND WHEREAS the majority of homeowners pump out their septic tanks on a regular basis whether regulated to or not;

AND WHEREAS the Province and Municipalities can better ensure that septic systems are maintained through a low cost educational program;

AND WHEREAS there are many more important issues on which to spend taxpayer's money than "enhancing" maintenance on existing functioning system;

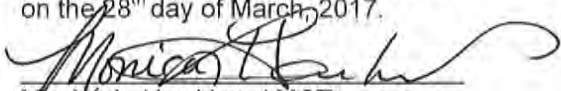
AND WHEREAS Premier Wynne stated on Monday, January 30th, 2017 at the ROMA Conference that the Province recognizes that "one size fits all" solutions do not always work in rural Ontario;

THEREFORE BE IT RESOLVED that the Council for the Municipality of East Ferris does hereby request that the Honourable Bill Mauro, Minister of Municipal Affairs not move forward with proposed Building Code Change B-08-09-03;

AND FURTHER that a copy of this resolution be sent to Honourable Kathleen Wynne, Premier of Ontario, the Honourable Bill Mauro, Minister of Municipal Affairs, Mr. Patrick Brown, Leader of the Progressive Conservative Party, Ms. Andrea Horwath, Leader of the New Democratic Party, AMO, ROMA and FONOM and all Ontario Municipalities.

Carried Mayor Vrebosch

CERTIFIED to be a true copy of
 Resolution No. 2017-78 passed by the
 Council of the Municipality of East Ferris
 on the 28th day of March, 2017.


 Monica L. Hawkins, AMCT
 Clerk

Ministry of Finance
Office of Yvan Baker
Parliamentary Assistant to the Minister of Finance

Ministère des Finances
Bureau de Yvan Baker
L'adjointe parlementaire du ministre des Finances



Frost Building South, 7th Floor
7 Queen's Park Crescent
Toronto ON M7A 1Y7
Telephone: 416 325-3581
Facsimile: 416 325-0374

Édifice Frost Sud, 7^e étage
7 Queen's Park Crescent
Toronto ON M7A 1Y7
Téléphone: 416 325-3581
Télécopieur: 416 325-0374

MAR 27 2017

Ms. Wendy Brunetta, Councillor
Mr. Ken Perry, Councillor
Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

Dear Councillors Brunetta and Perry:

It was a pleasure meeting with you and your delegation at the 2017 ROMA Conference in Toronto, regarding railway taxation, the 2016 reassessment and the proposed funding model to combat the misuse of alcohol.

It is important to me to have had the opportunity to speak with you in person about the issues that impact your community. I also wanted to thank you for your municipality's role in the review of the property taxation of railways. We look forward to your continued participation in this process. I will be sure to share your comments and concerns with the Honourable Charles Sousa, Minister of Finance.

If it would be of assistance, Ministry of Finance staff can facilitate setting up meetings with MPAC to obtain further information related to the 2016 reassessment in your municipality. Municipal staff may contact Carolina Torres, Manager, Assessment Policy Unit, at 416-325-4754 or Carolina.Torres@ontario.ca.

As discussed in our meeting, municipal staff may also wish to follow up with staff from the Ministry to discuss the tax policy tools that are available to municipalities to respond to reassessment changes. Municipal staff may contact Andrea Chow, Manager, Property Tax Policy Unit, at 416-327-0252 or Andrea.Chow@ontario.ca.

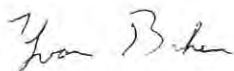
Please be assured that our government remains committed to working in partnership with municipalities.

/cont'd

- 2 -

Thank you again for the opportunity to meet with you in person.

Sincerely,

A handwritten signature in black ink, appearing to read "Yvan Baker". The signature is fluid and cursive, with the first name "Yvan" and last name "Baker" clearly distinguishable.

Yvan Baker, MPP
Parliamentary Assistant

c: Allan Doheny, Assistant Deputy Minister, Provincial-Local Finance Division,
Ministry of Finance

Ministry of Northern Development
and Mines

Office of the Minister

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

Ministère du Développement du Nord
et des Mines

Bureau du ministre

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



MAR 30 2017



MNDM4676MC-2017-24

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

Dear Mayor Avis: *2-1*

I am pleased that Minister Gravelle and ministry staff met with delegates from the Town of Fort Frances at the Rural Ontario Municipal Association (ROMA) Conference on January 30, 2017, in Toronto.

Certainly, ministry staff appreciated having the opportunity to hear your thoughts and concerns regarding the Municipal Property Assessment Corporation assessment roll, which will cause a significant decline in the assessed values of properties in Fort Frances, and the current model for railroad right-of-way land taxation in Ontario.

Ontario is committed to working with municipalities, Indigenous communities, and local industries of the North, to take advantage of emerging opportunities for jobs and growth, while addressing the unique challenges facing the North.

I encourage you to work with Ms Leanne Mose, Northern Development Officer in my ministry's Fort Frances office. She would be pleased to assist you with information on the programs of the Northern Ontario Heritage Fund Corporation, as well as other applicable Ontario government programs and initiatives available, and can also help you get in touch with other provincial ministries, as may be required. Ms Mose can be reached at 807-274-5320 or by email at leanne.mose@ontario.ca.

Once again, thank you for sharing your thoughts and concerns. In closing, please accept my best wishes.

Sincerely,

Bill Mauro
Minister of Northern Development and Mines

March 31, 2017

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



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

Dear Mayor and Members of Council:

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

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

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

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

Sincerely,



David Pearce
Supply Chain Officer
Stewardship Ontario



CHAMBRE DES COMMUNES
HOUSE OF COMMONS
CANADA

Ottawa

Pièce 202
Édifice de la Justice
Ottawa (Ontario)
K1A 0A6
Tél. : 613-947-4550
Télec. : 613-947-4551

Circonscription

150, rue Marchand suite
100
Drummondville (Québec)
J2C 4N1
Tél. : 819-477-3611
Télec. : 819-477-7116



François Choquette

Député / Member of
Parliament
Drummond

Francois.Choquette@parl.gc.ca
<http://francoischoquette.npd.ca>

Ottawa

Room 202
Justice Building
Ottawa, Ontario
K1A 0A6
Tel.: 613-947-4550
Fax.: 613-947-4551

Constituency

150 Marchand Street
Suite 100
Drummondville, Quebec
J2C 4N1
Tel.: 819-477-3611
Fax.: 819-477-7116



Ensuring access to justice in both of Canada's official languages

Bill C-203, An Act to amend the Supreme Court Act (understanding the official languages)

Dear Sir or Madam:

I am very proud to contact you to seek your support for my bill concerning the bilingualism of Canada's Supreme Court judges, which will come up for debate shortly.

The objective of Bill C-203, An Act to amend the Supreme Court Act (understanding the official languages) is to ensure citizens enjoy substantive equality regarding access to justice in both official languages. The bill would amend the *Supreme Court Act* by establishing a new requirement for judges appointed to the Supreme Court to understand French and English without the assistance of an interpreter.

The Supreme Court of Canada is currently the only federal court whose judges are not required to understand the people appearing before them or their counsel without resorting to an intermediary. This situation is an issue given that all citizens have the basic right to express themselves in the official language of their choice.

The Supreme Court of Canada is the final court of appeal for all Canadian jurisdictions. As we prepare to celebrate Canada's 150th anniversary, we must work together to enhance the vitality of official language minority communities. The passage of my bill on the bilingualism of judges would be a significant milestone in ensuring access to justice in both official languages.

That is why I am asking you to pass a resolution in support of Bill C-203 and to notify your local Member of Parliament.

Sincerely,

François Choquette

François Choquette
Member of Parliament (Drummond)
Official Languages Critic
New Democratic Party

**MUNICIPALITY OF PORT HOPE
RESOLUTION**

23/2017

Date: 04 Apr 2017

MOVED BY:

 (Blecher)

SECONDED BY:



WHEREAS all forms of incineration of waste, including Gasification, Plasma Arc, Pyrolysis, Energy-from Waste, Combustion and all other forms of burning of waste, produce very large quantities of deadly and/or health destroying substances that cause cancer, heart and circulatory disease, birth defects, mental disease and much more;

AND WHEREAS safe and environmentally friendly alternative means of waste-disposal management are available, including reduction, reuse, recycling, properly insulated landfill and other;

AND WHEREAS incineration is not banned in Bill 151;

AND WHEREAS incineration is explicitly condoned in the document "Strategy for a WASTE-FREE ONTARIO Building the CIRCULAR ECONOMY" released by the Government of Ontario in December 2016 (see page 10; emphasis added here: "Although **energy from waste and alternative fuels are permitted as waste management options**, these methods will not count towards diversion in Ontario");

AND WHEREAS with the latter statement, that energy-from-waste will nevertheless not count toward diversion, it is already acknowledged that incineration does not contribute to the circular economy; and in fact incineration is incompatible with a circular economy;

AND WHEREAS for the reasons given in paragraphs 1 and 2 above, incineration should not be performed in Ontario;

AND WHEREAS the Ontario Ministry of Energy announced on 27 September 2016 that it is suspending Energy-from-Waste projects (see https://news.ontario.ca/me/en/2016/09/ontario-suspends-large-renewable-energy-procurement.html?utm_source=ondemand&utm_medium=email&utm_campaign=p), therewith removing a major impediment to obtaining political agreement on an outright ban on incinerators;

NOW THEREFORE BE IT RESOLVED THAT the Ontario Minister of the Environment and Climate Change be requested to revise existing legislation, to **explicitly ban construction of incinerators, and phase out use of existing incinerators, in Ontario;**

AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to the Premier of Ontario, the Minister of the Environment and Climate Change, the Minister of Energy, Lou Rinaldi, MPP for Northumberland-Quinte West, the Association of Municipalities of Ontario (AMO), the Chiefs of Ontario (COO) and all Ontario Municipalities.



Mayor R.J. Sanderson

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #25

March 6, 2017

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre on March 6, 2017 from 7:55 a.m. to 8:33 a.m.

PRESENT: J. Caul, Vice-Chair, J. Albanese, Councillor

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

1. **Call to Order - 0755AM**
Session #25
2. **Disclosure of pecuniary interest and the general nature thereof**
None.
3. **Approval of Previous Committee Minutes**
 - 3.1 Approval of the February 6, 2017 meeting minutes.
- Approved as presented.
4. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
None.
5. **In-Camera**
 - 5.1 Land Rental Inquiry.
- A report was presented to the Planning & Development Executive Committee providing an update and next steps in the process. The report is proposing that Operations & Facilities move forward with the process to terminate the current land rental agreement and prepare an RFP as there is more than 1 interested party in the property. The Planning & Development Executive Committee is recommending to approve the report as presented.

Albanese-Caul: THAT the Planning and Development Executive Committee now meet in-camera in order to address a matter pertaining to: A proposed or pending acquisition of land for municipal or local board purposes or disposal of land no longer needed for municipal purposes; more specifically item #5.1 - land rental inquiry.

CARRIED
6. **Items Referred from Council**
 - 6.1 Request from Church of the Holy Spirit.
- An overview of this request and a review of the report that is going to be presented at OFEC was provided to the Planning & Development Executive Committee. The Planning & Development Executive Committee is recommending to support the report as presented.
7. **New Business**
None.
8. **Outstanding Items**
 - 8.1 Draft Traffic Control By-Law Amendment.
- The draft by-law was presented to the Planning & Development Executive Committee.

The Planning & Development Executive Committee is recommending to approve the draft by-law as presented.

- 9. **Information**
None.
- 10. **Non-agenda Items**
None.
- 11. **Adjourn / Next Meeting Date - 0833AM**
Monday March 20, 2017.

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 043

March 20, 2017

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 March 20, 2017 from 10:30 a.m. to 8:50 a.m.

PRESENT: Wendy Brunetta - Chairperson, John Albanese - Councillor, Doug Brown - CAO, Jason Kabel - Manager of Community Services

REGRETS: Doug Kitowski - Councillor

- 1

CALL TO ORDER (Session # 043)
W. Brunetta called the meeting to order at 10:35 am.
- 2

APPROVAL OF AGENDA (Call for non-agenda items)
Agenda approved without additions.
- 3

DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF
- 4

APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1

Community Services Executive Committee - March 6, 2017
circulated.

- Approved as
- 5

ITEMS REFERRED FROM COUNCIL
NIL
- 6

NEW BUSINESS

6.1

Dial-a-Ride Agreement - The Committee recommends to Mayor & Council to sanction the attached Agreement with 539989 ON LTD (North-Air Services) to provide Dial-a-ride services for a (3) year term with an option to renew for additional three (3) year terms, as may be negotiated to the satisfaction of both parties and further that an authorizing by-law be enacted.
- 7

NON-AGENDA ITEMS
NIL
- 8

INFORMATION

8.1

Next meeting - April 3, 2017
- 9

CLOSING
There being no further matters before the committee at this time, the meeting was closed at 10:54am.

W. Brunetta, Executive Committee Chair

J. Kabel, Manager of Community Services

Fort Frances Museum Advisory Committee Meeting

Meeting: Tues Mar 21, 5 p.m. No meeting in February.

Present: Debbie Ballard✓ Robert Schulz✓ Mary Hickling✓ Caren Fagerdahl✓
Council representative: Paul Ryan Committee Secretary: Sherry George✓ Guest:

Minutes from last meeting, Jan 17, 2017: adopted as sent.

Governance:

- As noted, Bonny Montgomery has regretfully resigned due to health reasons. I have informed town clerk, who will advertise the vacancy as per protocol. Nell Laur has applied.
- Strategic Planning, Ian Simpson chair. Meeting March 9th; next meeting March 30th at 4 p.m.
- Regional Museums meeting scheduled for May 10 in Red Lake. Yet to be confirmed.

Finance:

- Trillium Ontario 150 grant funding signed. – 50% funding for roof, ramp and accessible washrooms. Waiting on FedNor for other half of funding. We will have a celebratory event following construction.
- **Not** approved in 2017 budget was \$10,000 requested to keep L.Hyatt employed Oct-Dec. Sherry in contact with L. Mose (MNDM). As NOHFC intern funding continued to Mar 2019, will approach council for another intern position.
- Andrew Elgee from Canadian Heritage, contact for MAP grant (Freemasonry exhibit) visited Mar 17th. We discussed museums in general, and lack of gov't (every level) funding for museum needs incl. staffing despite their increasing importance to economy. Suggested I keep him in mind should the museum need funding for a project. He knows where grant money may be available.

Collections:

- Tener digital photos are excellent: very hi-res images. M.Ahrens proceeding with project; working with N.Laur.

Exhibitions:

- Main floor — Freemasonry, A History Hidden in Plain Sight. Open House Feb 23, local masons in attendance. Closes March 30th; ships Apr 3.
- Canada 150 meeting Mar 13. Exhibit will open following Easter.

Interpretation & Education:

- Arts programming continues.
- Ran two children's classes during March break: egg decorating using natural food dyes and, in partnership with Sunset Country Metis, beading (over 40 people for each class!).
- Final report for Winnipeg Foundation funding submitted end of January.

Research:

- William Hampden Tener for Canada 150 project. M.Ahrens working with N.Laur.
- Canada 150 transportation themes.

Conservation:

Physical Plant:

- No building issues.

Community:

- SnOasis 5, Canada Alive! Sat Mar 4th. Excellent attendance and coverage in newspapers. Kudos to 'Friends'!
- Ordered Canada 150 merchandise sold only through museums/art galleries. Chocolates arrived.

Human Resources/Professional Development:

- Brochure for the recruitment of volunteers created; made available at Freemasonry Open House.
- Museum staff attended WHMIS training Mar 15th.
- Mid-year report for NOHFC (L.Hyatt) due early April.

Numbers: Jan visitors: 224 (230 in 2016); Feb visitors: 326 (306 in 2016).

Recommendations to be made to Executive Committee of Community Services.... M.Hickling moved that the museum apply for intern position through the NOHFC. Position pays \$34,944; at 90% NOIP contributes \$31,449.60, town pays approx. \$10,000 with mandatory benefits. D.Ballard seconded. All in favour. Motion carried.

Meeting adjourned at 6:10 p.m.

Next meeting: Tues. Apr 18 at 5 p.m. M.Hickling will be away.