

TOWN OF FORT FRANCES

AGENDA - October 10, 2017

MEETING - Council Chambers , Civic Centre

Page

1. **COUNCIL MEETING**

(Session No. 072) 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 Letter dated September 20, 2017 from Nelson Medicine Professional Corporation re: request revisions to Municipal Alcohol Policy
- will be referred to the Community Services Executive Committee for recommendation.

4

3.3 Email received September 26, 2017 from John Richards, Manitoba/NW Ontario Command of the Royal Canadian Legion re: Military Service Recognition Book advertising opportunity
- will be referred to the Administration & Finance Executive Committee for recommendation

5 - 8

3.4 Letter dated September 26, 2017 from S. Turner, Campus Manager, Rainy River District, Confederation College re: 50 Year Celebration
- letter of recognition will be sent on behalf of Council

9 - 10

3.5 Letter received September 28, 2017 from T. Smith and B. Smith, CUPE 65 Retirement Planning Committee 2017 re: Donation
- will be referred to the Administration & Finance Executive Committee for recommendation

11

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

4.1 Session No. 071, September 25, 2017

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

	Page
5.1 Session Nos. 099 and 100, both dated September 25, 2017	
6. <u>Resolutions from tonight's Committee meeting</u>	
7. <u>By-Laws:</u>	
7.1 23/17 - A Being a by-law to amend a by-law to establish tax ratios for Prescribed Property Classes.	12
7.2 30/17 - A Being a by-law to amend a by-law to adopt the estimates of all sums required for all municipal purposes during the year 2017.	13 - 14
7.3 46/17 Being a by-law to stop up and close, for the purpose of selling part of Flinders Avenue north of Third Street West and south of Fourth Street West.	15 - 16
7.4 09/15 - C Being a by-law to authorize an extension to a license agreement with the Minister of Infrastructure for purposes of leasing storage space at the airport garage.	17 - 22
7.5 47/17 Being a by-law to authorize a participation agreement with Ontario for collection of orthophotography to update the Town's imagery.	23 - 41
7.6 48/17 Being a by-law to approve a lease renewal agreement with Melaire Ltd. at the Fort Frances Airport.	42 - 44
7.7 49/17 Being a by-law to approve a propane supply and equipment agreement with Energy Tech Services Co-op for supply of propane at the Fort Frances Airport.	45 - 49
8. <u>Information Correspondence:</u>	
8.1 AMO Communications	50 - 55
- Policing Policy and Bill 68 Update	
- Health Omnibus Bill introduced with Municipal Implications	
8.2 Municipality of Killarney re: Concerned about changes to Ambulance Act and Fire Protection & Prevention Act	56 - 60
8.3 Letter dated September 28, 2017 from Minister Glenn Thibeault, Ministry of Energy re: Thank you for Meeting	61
9. <u>Minutes:</u>	
9.1 Planning & Development Executive Committee - September 5, 2017	62 - 63
9.2 Administration & Finance Executive Committee - September 18, 2017	64 - 65
9.3 Operations & Facilities Executive Committee - September 6, 2017	66 - 67

9.4 Economic Development Advisory Committee - June 5, 2017

68 - 69

10. Non-agenda Items

11. ADJOURNMENT

12. * Previously distributed to Council

13. ** Items can be viewed by contacting the Clerk

GENERAL PRACTICE

DR. M. A. HALVORSEN
 DR. L. L. JENKS
 DR. M. L. KOWAL
 DR. J. N. NELSON
 DR. R. W. NUGENT
 DR. V. M. PATEL
 DR. M. C. RUPPENSTEIN



**NELSON MEDICINE
 PROFESSIONAL CORPORATION**

301 VICTORIA AVENUE
 FORT FRANCES, ONTARIO P9A 2C1
 PHONE (807) 274-3287
 FAX (807) 274-7882

GENERAL SURGERY

DR. B. J. ANDERSON
 FRCSC, FACS

DR. S. ELKHEIR
 FRCSC

BUSINESS MANAGER

M. L. MUELLER



September 20th, 2017

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

Dear Mayor and Members of Council:

Alcohol use remains a leading preventable cause of morbidity and mortality in Ontario. The alcohol related harms are apparent in Fort Frances. Nearly 1-in-10 alcohol users in Ontario report weekly sessions of binge drinking, and we would expect that this number is higher in Fort Frances especially among our youth. Alcohol is also causally related to chronic disease and injury. For example, nearly three thousand cases of cancer are attributable to alcohol use in Ontario. Alcohol harms extend beyond the user and impacts family, friends, relationships, and communities. Addressing the harms of alcohol use has major implications for police, emergency services, and the health care system.

We are writing as family physicians and concerned citizens to urge council to revise the Municipal Alcohol Policy (MAP) to meet current best practice guidelines. We are asking for municipal leadership to guarantee municipal events that are open to families, children and youth, be alcohol free, such as farmer's markets and hockey games. Alcohol free family events are beneficial to our community, reduce the harms of alcohol misuse and support our children and youth who are particularly vulnerable.

Thank you .

Sincerely,

Dr. Melanie A. Halvorsen

Dr. Lorena L. Jenks

Dr. Robert W. Nugent

Lisa Slomke

From: John Richards <jrichards@campaign-office.com>
Sent: Tuesday, September 26, 2017 1:43 PM
To: Lisa Slomke
Subject: Manitoba / NW Ontario Command of the Royal Canadian Legion "Military Service Recognition Book"
Attachments: rates09.pdf

Hello Mayor & Council

Thank you for taking a moment to talk with me today. Here is the information you have requested regarding our the **9th Annual "Military Service Recognition Book"**. This annual publication recognizes those brave individuals who sacrificed so much for the freedoms that we enjoy today. Thousands of copies will be distributed free of charge to all Legion Branches including the Fort Frances Branch and your local members will distribute it to public waiting rooms and schools so the younger generation never forgets the sacrifice of our Veterans. It will also be available on-line for anyone to view or print.

We are profoundly indebted to our Veterans. Their extraordinary service and commitment have afforded us the rights and freedoms that are merely a dream to millions of people around the globe.

The Royal Canadian Legion has honoured these deserving citizens with unwavering support. **The Military Service Recognition Book** is a fitting tribute to our Veterans and will be an invaluable resource to our young people, whose pride and character will be enhanced by learning about the very important role played by our Veterans, the Royal Canadian Legion, and the contributions of its members and supporters.

We would like to extend an invitation to **TOWN OF FORT FRANCES** to show its support to our Veterans through a **support/thank you advertisement** in our Book. Our most popular size ad has always been the quarter page colour, this allows space for thanking our veterans for their service and sacrifice, along with recognizing your own company.

Every year, we recognize about 5-10 local Veterans from Fort Frances that served. Examples of local names: James A (Jim) Birt WWII, Maurice Thomas Godin WWII, Don C Kerr WWII, Merdo Krawchuk WWII, Arthur F. Scheirer Special Duty Area, Colin A H Campbell WWII.

We do have a lot of Township's, Municipalities and Town's closer to your area that are helping with this and we hope you could be part of a beautiful project too.

If you have any questions or concerns please do not hesitate to contact me at my number listed below, or simply by replying to this email.

Thank you again for your consideration.

Sincerely,

John Richards

Manitoba / NW Ontario Command of the Royal Canadian Legion

Campaign Office

Web Site: www.mbnwo.ca

Ad copy to mbcl@fenety.com

1-855-559-5056





The Royal Canadian Legion Manitoba/NW Ontario Command

“Military Service Recognition Book”

Dear Sir/Madam:

Thank you for your interest in **The Royal Canadian Legion Manitoba/NW Ontario Command** and the local **Veterans**. Please consider this our written request for your support as per our recent telephone conversation.

Our **Command** is very pleased to be printing our **“Military Service Recognition Book”**, which is designed to recognize and honour many of **Manitoba/NW Ontario’s** brave **Veterans** on an individual basis who have served our Country so well in the past three major world conflicts (WW1, WW2 and the Korean War) and recent conflicts such as Afghanistan. This publication will go a long way to help our Legion in our role as the **“Keepers of Remembrance”**.

It will be distributed to school and university libraries, Legion branches, and many other public facilities in Manitoba and NW Ontario.

We would like to have your organization’s support for this milestone project of our **Manitoba/NW Ontario Command Legion**, by purchasing an advertisement space in our **“Military Service Recognition Book”**. Proceeds raised from this important project will allow us to make this unique publication available throughout the Province and will also benefit the many ongoing community activities of our Legion Command including **Scholarships, Youth Sponsored Programs** and, of course, our ongoing tireless support for **Manitoba/NW Ontario’s Veterans** and their dependants.

Please find enclosed a rate sheet for your review. Whatever you are able to contribute to this worthwhile endeavor would be sincerely appreciated. For further information please contact our **Manitoba/NW Ontario Command Military Service Recognition Book Office** toll free at **1-855-559-5056**.

Thank you for your consideration and/or support.

Sincerely,

Ronn Anderson
President
The Royal Canadian Legion Manitoba/NW Ontario Command



**The Royal Canadian Legion
Manitoba/NW Ontario Command
“Military Service Recognition Book”
Advertising Prices**

<u>AD SIZE</u>	<u>PRICE</u>	<u>GST</u>	<u>TOTAL</u>
Full Color Outside Back Cover	\$1,495.24	+ \$74.76	= \$1,570.00
Inside Front/Back Cover (Full Colour)	\$1,295.24	+ \$64.76	= \$1,360.00
2 Page Full Colour Spread 15.25x9.735	\$1,990.48	+ \$99.52	= \$2,090.00
Full Page (Full Colour) 7x4.735	\$995.24	+ \$49.76	= \$1,045.00
Full Page 7x9.625	\$795.24	+ \$39.76	= \$835.00
½ Page (Full Colour) 7x4.735	\$595.24	+ \$29.76	= \$625.00
½ Page 7x4.735	\$495.24	+ \$24.76	= \$520.00
¼ Page (Full Colour) 3.375x4.735	\$395.24	+ \$19.76	= \$415.00
¼ Page 3.375x4.735	\$295.24	+ \$14.76	= \$310.00
1/10 Page (B/Card Full Colour) 3.375x1.735	\$223.81	+ \$11.19	= \$235.00
1/10 Page (Business Card) 3.375x1.735	\$195.24	+ \$9.76	= \$205.00

G.S.T. Registration # 107933665RT0001

All typesetting and layout charges are included in the above prices.

A complimentary copy of the Military Service Recognition Book will be received by all advertisers purchasing space of 1/10 page and up, along with a Certificate of Appreciation.



PLEASE MAKE CHEQUE PAYABLE TO:

MB/NW Ontario Command
The Royal Canadian Legion
(MB RCL)
P.O.Box 1967 Stn. Main
Winnipeg, MB R3C 3R2
Tel (Toll Free): 1-855-559-5056





440 McIrvine Road, Fort Frances Ontario Canada P9A 3T8
Telephone: (807) 274-5395 Facsimile: (807) 274-2462
Website: www.confederationc.on.ca



September 26, 2017

Mayor and Council
The Town of Fort Frances
320 Portage Ave
Fort Frances, P9A 3P9

Dear Mayor and Council:

Confederation College - Rainy River District Campus would like to request that the Town of Fort Frances consider recognizing our celebration of 50 years of post-secondary education. The date of our 50th Homecoming celebration is Thursday, November 2, 2017.

Warmest Regards,

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Sandra Turner
Campus Manager, Rainy River District



FIFTY YEARS | 1967~2017

Confederation College is turning 50 in 2017
and we are inviting you to celebrate with us,
so.....

SAVE THE DATE

Thursday, November 2, 2017

.....and join us for a Wine & Cheese Party
along with a look at the memories of the past
50 years



To Whom It May Concern;

The Retirement Planning Committee for CUPE 65 would appreciate it if you and your business would consider donating a gift for our Annual Retirement Dinner and Dance. This is an annual event we have held for several years to honour our retirees who come from Fort Frances, Atikokan, Sioux Lookout, Dryden, Rainy River, Emo and all communities in between.

We thank you for considering our request as you probably receive similar requests. Any donation would be greatly appreciated to enable us to have some special draws for the evening, which will be held at the Royal Canadian Legion, Branch #29, in Fort Frances on November 18th, 2017. We would appreciate it if you would please inform us of your decision by November 1, 2017.

*The contact people are: Tracy Smith - 807.276.2042
 Bobbi Smith - 807.276.1830*

Please leave a message if there is no answer and we will respond as soon as possible.

Once again, Thank You very much for taking the time to address our request.

Sincerely,

*Tracy Smith
Bobbi Smith*

On behalf of the CUPE 65 Retirement Planning Committee 2017

TOWN OF FORT FRANCES

BY-LAW NO. 23/17 - A

(A By-law to amend a by-law to Establish Tax Ratios for Prescribed Property Classes).

WHEREAS the Corporation of the Town of Fort Frances is required to establish tax ratios pursuant to s. 308 of the Municipal Act, 2001, as amended;

AND WHEREAS the tax ratios determine the relative amount of taxation to be borne by each property class;

AND WHEREAS the property classes have been prescribed pursuant to Section 7 of the Assessment Act, R.S.O. 1990, c.A.31, and Part II of O.Reg 282/98 (optional large industrial class has been adopted);

AND WHEREAS on September 11, 2017 Council approved a report from the Treasurer to establish a new multi-residential class

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

1. That for the taxation year 2017, the following tax ratio be added for property in:
 - m. The New Multi-Residential property class is 1.

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

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

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. 30/17 - A

(Being a By-Law to amend a by-law to adopt the estimates of all sums required for all municipal purposes during the year 2017)

WHEREAS Section 290 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a local municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality including amounts sufficient to pay all debts of the municipality falling due within the year, amounts required to be raised for sinking funds and amounts required for any board, commission or other body.

AND WHEREAS on April 24, 2017, Council consented to the 2017 budget being brought forward in by-law form for consideration;

AND WHEREAS, notice was advertised pursuant to By-Law No. 64/02 (the Notice By-Law) that a by-law to approve the 2017 budget would be considered at the June 12th, 2017 Council meeting;

AND WHEREAS on September 11, 2017 Council approved a report from the Treasurer to establish a new multi-residential class.

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

1. That the amended Schedule “A” attached hereto and forming part of this by-law setting out the estimates of all revenues to be received by the Municipality during the year 2017 and all estimates of expenditures to be made for municipal purposes during the year 2017 is hereby adopted.

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

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

2017 Tax Rates/Levy

By-Law No. 31/17-A - Schedule "B"

Property	Class	2017 Assessment	2017 Municipal Tax Rates	2017 School Tax Rates	Total Tax Rate	MUNICIPAL TAXES	SCHOOL TAXES	TOTAL TAXES
General								
Farmland	FTEP	165,875	0.00421722	0.00044750	0.00466472	699.53	74.23	773.76
Residential	RTEP	337,798,297	0.01686886	0.00179000	0.01865886	5,698,272.18	604,658.95	6,302,931.13
No-support	RTEP	68,152	0.01686886	0.00179000	0.01865886	1,149.65	121.99	1,271.64
	RTES	67,931,624	0.01686886	0.00179000	0.01865886	1,145,929.05	121,597.61	1,267,526.66
	RTFP	682,250	0.01686886	0.00179000	0.01865886	11,508.78	1,221.23	12,730.01
	RTFS	1,590,267	0.01686886	0.00179000	0.01865886	26,825.99	2,846.58	29,672.57
	MTEP	12,481,291	0.04469671	0.00179000	0.04648671	557,872.64	22,341.51	580,214.16
Multi-Residential	MTES	698,903	0.04469671	0.00179000	0.04648671	31,238.66	1,251.04	32,489.70
	MTFP	56,306	0.04469671	0.00179000	0.04648671	2,516.69	100.79	2,617.48
	NT		0.01686886	0.00179000	0.01865886			
New MultiResidential Commercial - Low Band	CT	56,752,411	0.03265332	0.01113172	0.04378504	1,853,154.64	631,751.95	2,484,906.59
	High Band	CT	2,384,159	0.05442220	0.07297506	129,751.18	44,232.97	173,984.15
		CM	79,750	0.03265332	0.03265332	2,604.10	0.00	2,604.10
		CH	417,625	0.03265332	0.01113172	13,636.84	4,648.88	18,285.73
	DT	199,918	0.03265332	0.01113172	0.04378504	6,527.99	2,225.43	8,753.42
New Construction	XT	882,550	0.03265332	0.01113172	0.04378504	28,818.19	9,824.30	38,642.49
	Excess Land - Low Band	CU	843,138	0.02285733	0.00779220	19,271.88	6,569.90	25,841.78
		CU	102,841	0.03809554	0.01298700	3,917.78	1,335.60	5,253.38
Vacant Land - Low Band	CX	1,899,250	0.02285733	0.00779220	0.03064953	43,411.78	14,799.34	58,211.12
	High Band	CX	0	0.03809554	0.01298700	0.00	0.00	0.00
Industrial	IT	1,598,364	0.04785291	0.01140000	0.05925291	76,486.37	18,221.35	94,707.72
HYDRO/FFPC	IH	406,950	0.04785291	0.01140000	0.05925291	19,473.74	4,639.23	24,112.97
Excess Land	IU	180,260	0.03110439	0.00741000	0.03851439	5,606.88	1,335.73	6,942.60
	Vacant Land	IX	762,025	0.03110439	0.00741000	23,702.32	5,646.61	29,348.93
HYDRO - EXCESS LAND	IK	71,800	0.03110439	0.00741000	0.03851439	2,233.30	532.04	2,765.33
Large Industrial	LT	6,142,385	0.12271956	0.01140000	0.13411956	753,790.78	70,023.19	823,813.97
Pipeline	PT	2,891,000	0.04396752	0.01140000	0.05536752	127,110.10	32,957.40	160,067.50
Sub-total		497,087,391				10,585,511.06	1,602,957.82	12,188,468.88
Payment-In Lieu								
Residential	RPEP	5,767	0.01686886	0.00179000	0.01865886	97.28	10.32	107.61
	RPES	1,208	0.01686886	0.00179000	0.01865886	20.38	2.16	22.54
Commercial	CF	5,270,375	0.03265332	0.01113172	0.04378504	172,095.24	58,668.34	230,763.58
	CG	3,136,975	0.03265332		0.03265332	102,432.65	0.00	102,432.65
	CP	459,250	0.03265332	0.01113172	0.04378504	14,996.04	5,112.24	20,108.28
Sub-total		8,873,575				289,641.59	63,793.07	353,434.65
Exempt		62,964,185						
TOTALS		568,925,151				10,875,152.65	1,666,750.89	12,541,903.54

May 3/17 Update

September 26/17 Updated with New Multi-Residential Tax Rates

TOWN OF FORT FRANCES

BY-LAW NO. xx/17

(Being a By-Law to stop up and close, for the purpose of selling part of Flinders Avenue north of Third Street West and south of Fourth Street West)

WHEREAS the council of a municipality may pass by-laws for the stopping up and closure of a highway or part of a highway;

AND WHEREAS the Corporation of the Town of Fort Frances deems it expedient to stop up and close an unused portion of Flinders Avenue pursuant to the provisions in the *Municipal Act, 2001*, being that such portion is no longer required for the purposes of the Corporation;

AND WHEREAS notice of this By-law has been published, and the provisions of the *Municipal Act, 2001* and the Municipality’s by-laws governing the sale or other disposition of land relating to the stopping up, closure and selling of stopped up highways have been complied with;

AND WHEREAS no one has made claim that their lands would be prejudicially affected by the proposed stopping up and closing of the said unused portion of Flinders Avenue, to the Council of the Corporation of the Town of Fort Frances;

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

1. That such lands as comprise the portion of highways described in Schedule A attached to and forming part of this By-law shall be and hereby stopped up and closed.
2. That, subject to the Municipality and Northwest Catholic District School Board entering into an agreement satisfactory to the Municipality as to compensation and otherwise therefor, the sale of the portion of Flinders Avenue to the Northwest Catholic District School Board is hereby authorized.
3. That the Mayor and Clerk shall and are hereby authorized and directed to sign any and all documents and take all action necessary or desirable to carry out the intent of this By-law.

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

R. Avis, Mayor

E. Slomke, Clerk

Schedule A
attached to and forming part of By-law xx-17

The following is the highway referred to in By-law xx-17 to which this Schedule A and forms a part, namely:

- 1. A portion of Flinders Avenue between the north edge of Third Street West and the south edge of Fourth Street West (more or less) as depicted on the below map.



TOWN OF FORT FRANCES

BY-LAW NO. 09/15 - C

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

WHEREAS on October 10, 2017, Council approved a recommendation from the Operations and Facilities Executive Committee to approve a third extension to the license agreement with the Minister of Infrastructure (Provincial Government – MNR) for the Rental of One Bay in the Airport Maintenance Garage.

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

1. That the license agreement with the Minister of Infrastructure, 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 October 2017.

R. Avis, Mayor

E. Slomke, Clerk

THIRD LICENCE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in triplicate as of November 1, 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the “Licensor”)

- and -

OF THE FIRST PART

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF INFRASTRUCTURE**

(the “Licensee”)

OF THE SECOND PART

WHEREAS:

- A. By a licence agreement dated February 15, 2015 (the “Original Licence”), the Licensor did license unto Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure (“MEDEI”) for a term of three (3) months commencing on February 15, 2015 and ending on May 14, 2015 (the “Original Term”), the premises more particularly described as eight hundred (800) square feet as set out on Schedule “C” attached thereto (the “Licensed Premises”), in the building municipally known as 1300 Frog Creek Road (the “Building”), in the unorganized township of Miscampbell, also in the Town of Fort Frances, in the Province of Ontario (the “Lands”), as more particularly described in Schedule “A” attached thereto, in addition to other terms and conditions as set out therein.
- B. By a licence extension and amending agreement dated November 1, 2015 (the “First Licence Extension and Amending Agreement”) the Licensor and MEDEI agreed to extend the Original Term in accordance with the terms of the Original Licence, with an extension term commencing on January 1, 2016 and expiring on March 31, 2016 (the “First Extension Term”), in addition to other terms and conditions as set out therein.
- C. Pursuant to the terms of the First Licence Extension and Amending Agreement, MEDEI was entitled to extend the First Extension Term for three (3) additional terms of five (5) months each.
- D. By a second licence extension and amending agreement dated November 1, 2016 (the “Second Licence Extension and Amending Agreement”) the Licensor and MEDEI agreed to extend the Term in accordance with the terms of the Original Licence, with an extension term commencing on November 1, 2016 and expiring on March 31, 2017 (the “Second Extension Term”), in addition to other terms and conditions as set out therein.
- E. By Order in Council No. 1342/2016, approved and ordered September 14, 2016, all of the powers and duties previously assigned and transferred to MEDEI under Order in Council No. 219/2015 in respect of infrastructure and other matters are assigned and transferred to the Minister of Infrastructure.
- F. Pursuant to the terms of the Second Licence Extension and Amending Agreement, MEDEI was entitled to extend the Second Extension Term for one (1) additional term of five (5) months, for a total of three (3) further terms of five (5) months each.
- G. The Licensee has now exercised its right to extend the Second Extension Term in accordance with the terms of the Second Licence Extension and Amending Agreement, with an extension term commencing on November 1, 2017 and expiring on March 31, 2018

- H. (the “Third Extension Term”), in addition to other terms and conditions as set out herein.
- The Original Licence, the First License Extension and Amending Agreement, the Second Licence Extension and Amending Agreement and this third licence extension and amending agreement (the “Agreement”) are hereinafter collectively referred to as the “Licence”, except as specifically set out herein.

- I. The parties have agreed to extend and amend the Licence on the following terms and conditions:

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

1. The parties hereto confirm that the foregoing recitals are true in substance and in fact.
2. The Licence is hereby extended for a further term of five (5) months commencing on November 1, 2017 and ending on March 31, 2018 (the “Third Extension Term”), at an annual licence fee of Six Thousand, Seven Hundred and Seventeen Dollars and Ten Cents (\$6,717.10) (the “Licence Fee”), payable in advance in equal monthly instalments of One Thousand, Three Hundred and Forty-Three Dollars and Forty-Two Cents (\$1,343.42) on the first day of each month during the Third Extension Term.

The annual Licence Fee is based on three (3) days of use per week at a rate of One Hundred and Three Dollars and Thirty-Four Cents (\$103.34) per day. Any additional days of use will be paid for by the Licensee at the above-mentioned daily rate upon receipt of an invoice from the Licensor for such additional use, such invoice to be issued once a year at the end of the calendar year in which such charges were incurred.

Any additional days are to be invoiced to the following:

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

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

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

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

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

7. The extension contemplated pursuant to this Agreement is subject to all the covenants and agreements contained in the Licence, as amended, renewed and extended from time to time,

save and except:

- (a) In the Definitions section of the Original Licence, the definition of “Open Data” shall be inserted:

“**Open Data**” means data that is required to be released to the public pursuant to the Open Data Directive.”

- (b) In the Definitions section of the Original Licence, the definition of “Open Data Directive” shall be inserted:

“**Open Data Directive**” means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time.”

- (c) Section 7.13, Notices, of the Original Licence is hereby amended to provide the following addresses for notice to the Licensee:

Ontario Infrastructure and Lands Corporation
3767 Highway 69 South, Suite 9
Sudbury, Ontario P3G 0A7
Attention: Vice President, Asset Management
Fax: (705) 564-7570

With a copy to:

Ontario Infrastructure and Lands Corporation
777 Bay Street, Suite 900
Toronto, Ontario M5G 2C8
Attention: Director, Legal Services (Real Estate and Leasing)
Fax: 416-326-2854

And an additional copy to:

CBRE Limited
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: Global Workplace Solutions - Director, Lease Administration – OILC
Fax: (416) 775-3989

- (d) The Licensee shall be entitled to extend the Licence for two (2) additional terms of five (5) months each (each a “Further Extension Term”). Each Further Extension Term shall be upon the same terms and conditions of the Licence except that there shall be no further right of extension and except for the Licence Fee, which shall for each Further Extension Term be based upon the market licence rate as determined by the parties as of the date which is not less than sixty (60) days prior to the commencement of the Further Extension Term, or failing such agreement, by arbitration in accordance with the *Arbitration Act, 1991*, S.O. 1991, c.17, as amended, or any successor act. The Licensee shall give written notice to the Licensor of its extension of this Licence not less than sixty (60) days prior to the end of the Third Extension Term or Further Extension Term, as the case may be.

The Licensor and Licensee acknowledge and agree that the extension rights granted in subsection 7(c) of this Agreement shall supersede any remaining extension rights contained in the Original Licence, the First Licence Extension and Amending Agreement and the Second Licence Extension and Amending Agreement and any such remaining extension rights contained in the Original Licence, the First Licence Extension and Amending Agreement and the Second Licence Extension and Amending Agreement shall be of no further force and effect.

- (e) The Licensor agrees that upon the request of the Licensee, the Licensor, and any Person hired by the Licensor: (i) to do work on the Building; or (ii) who requires access to the Licensed Premises to do any work, whether to the Licensed Premises or otherwise,

shall undergo security screening checks in compliance with Ontario Government policies. The Licensors further agrees that any Person hired by the Licensors to supply janitorial services to the Building shall be reputable and all of its employees shall be bonded.

(f) All sections, clauses or provisions of the Licence which obligate the Licensee to pay interest to the Licensors for any reason whatsoever are hereby amended to delete the obligation of the Licensee to pay interest to the Licensors, in order to conform with the Licensee's obligation to comply with the Financial Administration Act, R.S.O. 1990, c.F.12, as amended.

8. The Licensors and the Licensee hereby mutually covenant and agree that during the Third Extension Term they shall each perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the Licence.

9. The Licensors and any of its successors, assigns, directors, officers, employees, agents, servants, and representatives shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensee, with the License or the exercise of any of the rights or obligations of the Licensors hereunder. The Licensors shall disclose to the Licensee in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

For clarification, a "conflict of interest" means, in relation to the performance of its contractual obligations pursuant to this Licence, the Licensors' other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this Licence.

10. Except as otherwise specifically provided in this Agreement, all words and expressions used in the Original Licence shall apply to and be read as applicable to the provisions of this Agreement.

11. The provisions of this Agreement shall be interpreted and governed by the laws of the Province of Ontario.

12. The Licensors acknowledges and agrees that the commercial and financial information in this Agreement is subject to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31 and the Open Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Licence or of any information or documents..

13. This Agreement shall be binding upon and enure to the benefit of the administrators, successors and/or assigns of the respective parties hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

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

**SIGNED, SEALED AND
DELIVERED**

Dated this ____ day of _____, 20__.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Per: _____

Name:

Title:

Authorized Signing Officer

Dated this ____ day of _____, 20__.

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

Per: _____

Name:

Title:

Authorized Signing Officer

TOWN OF FORT FRANCES

BY-LAW NO. xx/17

(Being a by-law to authorize a participation agreement with Ontario for collection of orthophotography to update the Town’s imagery)

WHEREAS on October 10, 2017 Council, on recommendation from the Operations and Facilities Executive Committee, agreed to enter into a participation agreement with Ontario as represented by the Minister of Natural Resources and Forestry to share costs for the collection of orthophotography which will update the Town’s current imagery.

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

- 1. That the participation agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Natural Resources and Forestry, 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 October 2017.

R. Avis, Mayor

E. Slomke, Clerk

Pb Agreement

THIS PARTICIPANT AGREEMENT (the “Participant Agreement”) made in duplicate, is effective as of **September 15st, 2017**

BETWEEN:

**Her Majesty the Queen in right of Ontario,
as represented by the Minister of Natural Resources and Forestry**

(hereinafter referred to as the “Ministry”)

AND:

The Corporation of The Town of Fort Frances

(referred to as the “Participant”)

WHEREAS in 2011, the Ministry developed its Ontario Imagery Strategy, to help guide the Province and participating organizations towards a predictable refresh cycle for the acquisition of leaf off (spring) imagery, entailing the acquisition, storage and management of high resolution imagery in southern Ontario, (but excluding the Greater Toronto Area), parts of Central Ontario and parts of Northern Ontario (“the Project”), to be implemented through five phases;

AND WHEREAS the participating organizations herein referred to as “the Participants”, including the Ministry and Participant, agreed that the Ministry would assume the role of issuing the procurement for the selection of the supplier for the Project, contract management with such supplier, to act as liaison with the supplier and Participants; and to coordinate the creation and distribution of the deliverables provided by the supplier to the Ministry as licensed products to the Participants, pursuant to their respective participant agreements with the Ministry;

AND WHEREAS the Ministry issued a Request for Proposal (“RFP”) dated November 19, 2012 for the Project; and as a result of such RFP, the Ministry entered into the agreement (“Supplier’s Agreement”) as of March 15, 2013, with Fugro GeoServices, a division of Fugro Canada Corp. (“Supplier”), in which the Supplier agreed to create and provide the Deliverables that include orthophotography and associated products including the Intellectual Property Rights created in the Deliverables, in five phases for the Project;

AND WHEREAS pursuant to the Supplier’s Agreement and for ease of distribution of the Deliverables among the Participants referable to their respective geographic areas, the Ministry shall be the owner and custodian of the Deliverables;

AND WHEREAS the Queen’s Printer for Ontario holds title on behalf of the Crown in right of Ontario to the copyright subsisting in the Deliverables and has delegated to the Ministry its authority to sign the Participant Agreement;

AND WHEREAS this phase of the Project is the fifth phase in respect of the geographic region of northwestern Ontario;

AND WHEREAS the Participant wishes to have use of the Deliverables described herein as the “Licensed Products”, and has agreed to enter into this Participant Agreement;

NOW THEREFORE the Ministry and Participant agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 Defined Terms

When used in this Participant Agreement, the following words or expressions have the following meanings:

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ministry has elected to be closed for business;

“Claim” means any liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings;

“Deliverables” means everything developed for, or provided to, the Ministry by the Supplier in the course of performing under the Supplier's Agreement for this Phase of the Project or agreed to be provided to the Ministry under the Supplier's Agreement, and includes the Licensed Products;

“Derivative Product” means a digital, GIS compatible, output file created or developed by the Participant or any authorized end user that utilizes the spectral signatures, quality and spatial resolution of any of the Licensed Products to identify, interpret, classify and delineate certain spatial features for the purposes, *inter alia*, of mapping new information, updating current databases, creating map products and publications using the Licensed Products and conducting GIS analysis and modeling for development and creation of other works, but a Derivative Product shall not include any of the pixel values in the original underlying Licensed Product;

“Effective Date of the Licence” means the later of the date on which the Participant's Contribution is paid in full or the date the Licensed Products have been received by the Participant;

“Emergency” means a situation or an impending situation, that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise;

“HST” refers to Ontario's Harmonized Sales Tax;

“Intellectual Property Rights” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“GIS” means “geographic information system”;

“Geospatial Web Service” or **“GWS”** refers to any online resource that can be utilized by user(s) directly, through desktop software, or indirectly, through web-based applications to find, access and sometimes manipulate (collectively referred to as “consume”) data of interest on the web dynamically from a distributed network. By way of description but not to limit the generality of the foregoing, GWS is designed to collect data once and update or edit such data in real time. Geospatial Web Service is tightly-coupled to a geospatial data set; in effect allowing the use of data without requiring a local, physical, copy of the data. For example, with GWS, a map, data or other products can be displayed, used and manipulated in a geospatial environment;

“Licence” means the licence in respect of the Licensed Products granted to the Participant by the Ministry, in accordance with this Participant Agreement;

“Licensed Products” means that portion of the Deliverables that are listed in Schedule 1 referable to the Participant’s geographic area(s) shown on the map attached as Schedule 2, that are to be delivered to the Participant by the Supplier in accordance with the Supplier’s Agreement and to which the Ministry is granting a licence to the Participant, in accordance with this Participant Agreement.

“Ministry Address” and **“Ministry Representative”** mean:

Ministry Representative:

Name: **Steve Gregory**

Title: **Director**

Organization: **Ministry of Natural Resources and Forestry
Corporate Management and Information Division
Mapping and Information Resources Branch**

Address: **300 Water Street, Peterborough, ON K9J 3C7**

Phone: **(705) 755-2204**

Email: steve.gregory@ontario.ca

Primary Contact for the Ministry:

Name: **Bryce Matthews**

Title: **Mapping and Geomatics Project Manager**

Organization: **Ministry of Natural Resources and Forestry
Corporate Management and Information Division
Mapping and Information Resources Branch**

Address: **300 Water Street, 2nd Floor N,
Peterborough, ON K9J 3C7**

Phone: **(705) 755-2243**

Email: bryce.matthews@ontario.ca

“Participant Address” and **“Participant Representative”** mean:

Participant’s Representative:

Name: **Elizabeth Slomke**
 Title: **Municipal Clerk**
 Organization: **Town of Fort Frances**
 Address: **320 Portage Avenue**
Fort Frances, ON P9A 3P9
 Phone: **807-274-5323**
 Fax: **807-274-8479**
 Email: lslomke@fortfrances.ca

Primary Contact for the Participant:

Name: **Trish Law**
 Title: **GIS Expert**
 Organization: **Town of Fort Frances**
 Address: **320 Portage Avenue**
Fort Frances, ON P9A 3P9
 Phone: **807-274-9893**
 Email: tlaw@fortfrances.ca

“Participant’s Contribution” means the sum to be paid to the Ministry by the Participant for its use of the Licensed Products, being **\$1,000**, and HST, where applicable, in accordance with this Participant Agreement, and is subject to adjustment as provided in section 2.2 and section 2.3;

“Participants” means those organizations, including the Ministry and Participant that has agreed to participate in this Phase. The Participants are listed in Schedule 3;

“Party” means either of the Ministry or the Participant and **“Parties”** means both of them;

“Performance Warranty Expiry Date” is the second anniversary of the date that the Supplier has provided the last Deliverable for this Phase of the Project and is the date by which the performance warranty in the Supplier’s Agreement shall expire for this Phase of the Project;

“Person” if the context allows, includes any individual, person, firm, partnership or corporation, or any combination thereof;

“Phase” means the fifth phase of the Project for the geographic area of northwestern Ontario,

“Project” is comprised of the five (5) phases, for the planning, acquisition and delivery of digital orthophotography and associated deliverables for five respective geographic areas that together encompass all of southern Ontario, excluding the Greater Toronto Area as well as selected areas in central and northern Ontario and includes the creation and distribution of a portion of the Deliverables as licensed products to the Participants, in accordance with the Supplier’s Agreement;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws or regulations, that now or at any time hereafter may be applicable to any of the Participation Agreement, Participant or the Licensed Products or any part of them;

“Queen’s Printer” means the Queen’s Printer for Ontario and any duly authorized representative thereof;

“Supplier” means Fugro GeoServices, a division of Fugro Canada Corp.;

“Supplier’s Agreement” means the agreement made as of March 15, 2013 between the Ministry and the Supplier and includes the RFP through which the Supplier was selected and its proposal; and

“Term” means the period of time set out in section 6.1.

ARTICLE 2 - THE MINISTRY’S ROLES AND RESPONSIBILITIES

2.1 The Ministry’s principal role and responsibilities pertain to:

2.1.1 The Supplier’s Agreement - The Ministry shall, for this Phase of the Project:

- a) use commercially reasonable efforts to require the Supplier to fulfill its obligations under the Supplier’s Agreement, including the Supplier’s obligations to correct errors or omissions in the Licensed Products;
- b) issue a rectification notice to the Supplier, in the event the Ministry receives notification from the Participant that any of the Licensed Products have been inadequately provided by the Supplier or require correction to meet the requirements of the Supplier’s Agreement, provided that the Participant’s notification is received by the Ministry, on or before the Performance Warranty Expiry Date;
- c) carry out its obligations in the Supplier’s Agreement, including any payments to be made to the Supplier, in accordance with the Supplier’s Agreement, provided the Supplier is not in default of the Supplier’s Agreement;
- d) coordinate and be the point of contact on behalf of the Participants with respect to any of the matters that the Supplier has agreed to insure or indemnify in the Supplier’s Agreement;
- e) ensure that the liability insurance that the Supplier is to provide in accordance with the Supplier’s Agreement includes the Participant as an additional insured for this Phase of the Project;
- f) notify the Participants shortly after the Supplier has provided the last Deliverable for this Phase of the Project and confirm the Performance Warranty Expiry Date;
- g) advise the Participants in the event that the Supplier provides the Ministry with a reporting mechanism for this Phase of the Project that can be accessed by the Participants to monitor the progress of the acquisition, delivery and error correction

- phases of the Deliverables, and the means by which the Participant may access such reporting mechanism;
- h) forward the Participant's shapefile to the Supplier for the delivery by the Supplier of the Licensed Products to the Participant.
 - i) provide the Supplier with the Participant Address for the delivery of the Licensed Products; and
 - j) approve the Deliverables.
- 2.1.2 Coordination with the Participants** - The Ministry shall be the coordinator and main point of contact for the Participants and the Supplier for this Phase. In its role of coordinator, the Ministry shall manage the various participation agreements between the Ministry and the respective Participants for this Phase. The Ministry, together with the Queen's Printer shall be the owners of the newly created Intellectual Property Rights in the Deliverables and licensee of the Supplier's Intellectual Property Rights in the Deliverables and shall grant licences to the Participants for the various licenced products through participation agreements, in the form of the Licence included in this Participant Agreement.
- 2.2** The Ministry shall keep the Participant informed of the progress of the Supplier in its performance and provision of the Deliverables for this Phase, including any delays or issues that would be of concern to the Participant. In particular, the Ministry shall notify the Participant as soon as is practicable of the date of notification by the Supplier to the Ministry that an event of force majeure has continued for a period that affects the ability of the Supplier to acquire the imagery according to the specifications in the Supplier's Agreement; the time frame for continuing with this Phase, as may be agreed to by the Supplier and the Ministry; and in the event that the delay lasts longer than a year, the Ministry shall keep the Participant apprised of any change in the associated rates provided for under the Supplier's Agreement as agreed to by the Supplier and the Ministry, with the Participant's Contribution to be adjusted accordingly.
- 2.3** The Ministry shall notify the Participant in the event that any of the Participants no longer wishes to participate in this Phase, together with the revised Participant's Contribution, where applicable, recalculated by the Ministry using the same arithmetic formula that the Ministry used to derive the monetary amount of the Participant's Contribution.
- 2.4** Where applicable, the Ministry shall invoice and collect harmonized sales tax (HST) from the Participant for the Participant's Contribution and remit same in accordance with the provisions of the *Excise Tax Act*, R.S.C. 1985, c.E-15, as amended or replaced from time to time.

ARTICLE 3 – THE PARTICIPANT'S ROLES AND RESPONSIBILITIES

3.1 The Participant shall:

- (a) notify the Ministry when it receives the Licensed Products from the Supplier;

- (b) meet its obligations in respect of the Licence, including paying the Ministry the Participant's Contribution and HST, where applicable;
- (c) receive the Licensed Products, as the referable Deliverables are approved by the Ministry, in such format provided in the Supplier's Agreement from the Supplier at the address set out in section 1 in the definition of "Participant Address" where the Licensed Products are to be delivered; and
- (d) notify the Ministry of any error or omission in the Licensed Products as soon as possible after discovery thereof by the Participant and before the Performance Warranty Expiry Date (provided discovery of such error or omission occurs before the Performance Warranty Expiry Date).

3.2 The Participant agrees that it shall not have any communications or dealings directly with the Supplier in respect of the Deliverables or any product associated with any of the Deliverables, except for receiving the Licensed Products, as provided under section 3.1.

ARTICLE 4 – THE LICENCE

4.1 Ministry's Warrantees

The Ministry represents and warrants that the Queen's Printer for Ontario holds title on behalf of the Crown in right of Ontario to the copyright subsisting in the Licensed Products and has delegated to the Ministry its authority to sign the Participant Agreement and that the Ministry is properly entitled to grant rights over such Licensed Products.

- 4.2 Upon the Effective Date of the Licence, the Ministry shall grant to the Participant a perpetual, non-exclusive, transferable, royalty free, fully paid, world-wide right and licence to use the Licensed Products, to:
- (a) make and distribute an unlimited number of copies of the Licensed Products, provided that prior to the date March 31, 2020 it may only do so for use internally within the Participant's organization;
 - (b) create, develop, produce and distribute Derivative Products, using the Licensed Products;
 - (c) where the Participant is an upper-tier municipality, the Participant may sub-license any of the Licensed Products to any lower-tier municipality that forms part of the Participant, (the upper-tier municipality), for municipal purposes (with "upper-tier municipality" and "lower-tier municipality" having their respective meanings, as set out in the *Municipal Act, 2001*, S.O. 2001, c.25, as amended from time to time. Section 4.9 (i) shall not apply to any such sub-licence;
 - (d) grant sub-licenses in respect of the Licensed Products, in accordance with section 4.3 of this Agreement;
 - (e) to provide, any of the Licensed Products to contracted service supplier(s) for any of the uses described in this section, provided that the Participant takes such steps as are reasonably necessary to ensure that such contracted service suppliers use the Licensed Products only for the purpose of providing

the contracted service and upon completion of the contracted service dispose of the Licensed Products either by destroying them or returning them to the Participant. The Participant shall be responsible for ensuring that a contracted service supplier uses and disposes of the Licensed Products in accordance with the terms of this Participation Agreement; and

(f) provide the Licensed Products where and as required by any Requirements of Law.

- 4.3 The Participant may grant any Person who wishes to obtain Licensed Products from it the right to use the Licensed Products by way of a sub-licence agreement and any such sub-licence agreement shall impose upon those parties the same terms and conditions, in favour of the Ministry as are set out in this Participant Agreement, as may be applicable, which shall in any case include sections 4.6, 4.7, 4.8, 4.9, Article 5, the provision respecting the Ministry's right to terminate the Licence as provided in section 6.2; and section 6.5.
- 4.4 The Participant shall pay the Participant's Contribution by cheque payable to the **Minister of Finance (Ontario)** and delivered to the Primary Contact for the Ministry upon execution of the Agreement and upon receipt of an invoice from the Ministry.
- 4.5 The Participant acknowledges that the Licence does not constitute a transfer or assignment of copyright from the Queen's Printer of the Licensed Products and the Queen's Printer retains the copyright in full of the Licensed Products.
- 4.6 The Participant shall not alter or remove any copyright notice or proprietary legend contained in or on the Licensed Products. The Participant agrees that any embodiment of the Licensed Products permitted under this Participant Agreement shall contain the following notice ("Queen's Printer Notice"): **"INCLUDES MATERIAL © [INSERT YEAR] OF THE QUEEN'S PRINTER FOR ONTARIO. ALL RIGHTS RESERVED."** The Participant shall also ensure that the terms and conditions of its website include the Queen's Printer Notice for any Licensed Products (or any embodiment permitted under this Participant Agreement) posted on its website and that any Licensed Products (or any embodiment permitted under this Participant Agreement) posted or transmitted through the internet shall include the Queen's Printer Notice.
- 4.7 The Crown in right of Ontario has the sole ownership of all of the logos, brands, trade-marks and official marks of the Province of Ontario, (collectively referred to as "Provincial Marks") and the Participant may not copy, print or display any of the Provincial Marks on any Derivative Product or promotional advertising or use any of the Provincial Marks for any purpose whatsoever, without the express written permission from the Ministry, on behalf of the Crown in right of Ontario.
- 4.8 The Participant shall not state, indicate, or imply that the Participant represents or acts as agent of the Ministry, the Queen's Printer or Government of Ontario. This restriction shall include, but not be limited to, the use of the name of the "Ministry of Natural Resources and Forestry", "Minister of Natural Resources and Forestry" or "Queen's Printer for Ontario".
- 4.9 The Ministry shall be paying the Supplier for the Deliverables in accordance with the Supplier's Agreement and relying upon the Participants to pay the Ministry the respective Participants' contributions in accordance with the respective participant agreements.

Therefore, the Participant agrees, that during the period from the Effective Date of the Licence to the date March 31, 2020:

- (i) where it chooses to provide, sell, transfer or sub-license the use of the ortho-rectified imagery tiles of the Licensed Products, it shall do so, (other than when sublicensing pursuant to Section 4.2(d) or Section 4.2(e)), at a cost/sub-licence fee calculated at no less than \$50.00 per orthophotography tile comprising the Licensed Products, unless the Participant has obtained the prior written consent of the Ministry or in the event of an Emergency, where to do so is necessary and appropriate, and upon notice thereof to the Ministry;
- (ii) it will not provide Geospatial Web Service to any user external to the Participant, that would afford such user with access to the Licenced Products through desktop software or the internet and the capability to consume any of the Licenced Products; and
- (iii) it shall not acquire any of the Licensed Products or other Deliverables from the Supplier (except as provided in this Participant Agreement) or from another Participant or enter into an agreement with the Supplier or any other Participant for the use of any of the Licensed Products or other Deliverables.

Upon the expiry of the License on March 31, 2020, this section 4.9 shall be of no further effect. It is understood and agreed that this section 4.9 shall not apply to any Derivative Product.

- 4.10 All Intellectual Property Rights in the Derivative Products, effected by or for the Participant, shall vest in the Participant or in such Person as the Participant shall decide.

ARTICLE 5 – LIMITATION OF LIABILITY, ETC.

- 5.1 The Participant agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Participant's liabilities under the Participant Agreement and under the general application of law. The Participant shall advise the foregoing individuals and entities of their obligations under the Participant Agreement and shall ensure their compliance with the applicable terms of the Participant Agreement. In addition to any other liabilities of the Participant pursuant to this Participant Agreement or otherwise at law or in equity, the Participant shall be liable for any Claim arising from any breach of this Participant Agreement resulting from the actions of the above mentioned individuals and entities or to the extent that any Claim pertains to the Ministry's Warrantees, as provided in section 4.1.
- 5.2 The Ministry's liability for any Claim arising out of or in connection with this Participant Agreement, whether arising in contract, tort (including negligence and strict liability), breach of warranty or any other legal theory, shall be limited to the amount of the Participant's Contribution paid to the Ministry by the Participant. Further, the Participant expressly waives as against the Ministry and Queen's Printer any Claim in respect of implied warranties or conditions of merchantable quality and fitness for a particular purpose of the Licensed Products and those arising by statute or otherwise in law or from course of dealing or usage of trade.

- 5.3 The Participant agrees that the Ministry, including the Minister and the Queen's Printer, any of their appointees, employees, agents, representatives and contractors, shall not be responsible to any third party for any and all Claims arising out of the Participant's (or that of its sub-licensee(s)) possession, use, disclosure or publication of the Licensed Products or Derivative Products or out of a breach of any term of this Participant Agreement by the Participant.
- 5.4 The Participant shall indemnify the Ministry and Queen's Printer, any of their appointees, employees, agents and contractors from all Claims against the Ministry and Queen's Printer, any of their appointees, employees, agents of contractors arising out of the possession or use of the Licensed Products and Derivative Products by either the Participant or any sub-licensee of the Participant, save and to the extent that any such Claim has arisen or been contributed by the negligence or gross misconduct of the Supplier or the Ministry.
- 5.5 Neither Party shall be liable for any indirect damages, including lost profits or lost opportunity costs, suffered by the other Party with respect to any Claim arising out of or in connection with this Participant Agreement, including any Claim referred to in section 5.2, section 5.3 and section 5.4.
- 5.6 Notwithstanding anything else in this Participant Agreement to the contrary, any express or implied reference to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Ministry, whether at the time of execution of this Participant Agreement or at any time during the Term, shall be void and of no legal effect.
- 5.7 The limitations, exclusions and disclaimers expressed in this Article 5 or elsewhere in this Participant Agreement shall apply irrespective of the nature of any Claim, including but not limited to breach of contract, negligence, strict liability, tort or any other theory of law, and irrespective of whether such Claim relates to loss of rights, loss of or damage to property, injury or death, and shall survive any fundamental breach and any termination or expiration of this Participant Agreement.

ARTICLE 6 – TERM AND TERMINATION

6.1 Term

This Participant Agreement is in effect from the date first written above and shall expire on the date that is three (3) years thereafter unless and until it is terminated in accordance with this Article.

6.2 Termination for Cause

Either Party may immediately terminate the Participant Agreement upon notice to the other Party, where the other Party's acts or omissions constitute a material breach of its obligations under this Participant Agreement, and such breach is not remedied within seven (7) days following written notice received from the non-breaching Party.

6.2.1 In addition to the foregoing, the Ministry may immediately terminate the Participant Agreement, upon written notice to the Participant, in the event:

- (a) the Participant is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Participant's insolvency;

- (b) the Participant undergoes a change in control that adversely affects the Participant's ability to satisfy some or all of its obligations under this Participant Agreement;
- (c) the Participant assigns this Participant Agreement without first obtaining the written approval of the Ministry;
- (d) any information appearing in the Derivative Products in which the Licensed Products are reproduced in whole or in part is objectionable to the Ministry, acting reasonably and the Participant has had an opportunity to remove or alter such information but has failed to do so within seven (7) days of having been provided with a written notice from the Ministry, that set out which information is objectionable; or
- (e) the business practices of the Participant or the Derivative Products in which the Licensed Products are reproduced in whole or in part jeopardize or cause loss of respect to the Ministry and/or the other Participants.

6.3 **Termination for Convenience**

Either Party may terminate this Participant Agreement at any time upon one hundred and twenty (120) days' prior notice to the other Party.

6.4 **Termination by Ministry**

In addition to the provisions of section 6.3, the Ministry may terminate the Participant Agreement, upon written notice to the Participant, in the event that the Supplier's Agreement is terminated or the work required of the Supplier for this Phase of the Project is terminated by the Ministry.

6.5 **Termination of Licence**

Upon termination of this Participant Agreement by reason that the Participant is in material breach of its obligations hereunder and such breach has not been remedied within seven (7) days following written notice from the Ministry or any other event listed in section 6.2.1, the Licence shall also terminate. The Participant shall immediately cease using any of the Licensed Products; it shall use commercially reasonable efforts to delete and/or destroy all Licensed Products and shall provide the Ministry with written confirmation thereof.

6.6 **No Reimbursement for the Participant's Contribution in the event of Termination**

In the event of termination of this Participation Agreement for any reason, the Ministry shall not be required to reimburse the Participant's Contribution, or part thereof to the Participant.

ARTICLE 7 – General

- 7.1 Each Party represents and warrants that it has the full right and power to enter into this Participant Agreement and there is no agreement with any other Person which would in any way interfere with the rights of the other Party under this Participant Agreement.

- 7.2 The Parties represent that their respective representatives have the authority to legally bind them to the extent permissible by law. The Parties may designate a different representative by providing notice in writing in accordance with the terms of this Participant Agreement.

The Primary Contact of each Party shall be responsible for administrative and/or technical matters as between the Parties that are associated with the Participation Agreement and/or including arranging meetings between the Parties and sending/receiving invoices and payments.

- 7.3 Any failure by a Party to insist in one or more instances upon strict performance by the other Party of any of the terms or conditions of this Participant Agreement shall not be construed as a waiver by the Party of its right to require strict performance of any such terms or conditions, and the obligations of the Participant with respect to such performance shall continue in full force and effect.
- 7.4 This Participant Agreement embodies the entire agreement between the Parties and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution of this Participant Agreement.
- 7.5 If any term or condition of this Participant Agreement, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of this Participant Agreement, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 7.6 The headings in this Participant Agreement are for convenience of reference only and in no manner modify, interpret or construe this Participant Agreement.
- 7.7 Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Participant Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Participant Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the Parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services or lack of money or ability to pay any amounts owing under the Participant Agreement. If a Party seeks to excuse itself from its obligations under this Participant Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.
- 7.8 Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, email or facsimile and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the Participant Address to the attention of the Participant Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery, email or facsimile one (1) Business Day after such notice is received by the Party to whom such notice is given. In the event of a postal disruption, notices must be given by personal delivery, email or by facsimile. Unless the Parties

expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

- 7.9 Any changes to this Participant Agreement shall be by written amendment signed by the Ministry and Participant. No changes shall be effective or shall be carried out in the absence of such an amendment.
- 7.10 All sections intended to survive, including without limitation Article 4.0, shall survive the expiry or termination of this Participant Agreement.
- 7.11 This Participant Agreement shall enure to the benefit of and be binding upon the Parties and their successors, executors, administrators and their permitted assigns.
- 7.12 This Participant Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 7.13 This Participant Agreement may be executed in counterparts, including facsimile or “pdf” counterparts (all of which shall together constitute one and the same agreement).

IN WITNESS WHEREOF the Parties have executed this Participant Agreement effective as of the date first above written.

**Her Majesty the Queen in right of Ontario as represented by
the Minister of Natural Resources and Forestry**

Name: Steve Gregory
Title: Director, Mapping and Information Resources Branch

The Corporation of The Town of Fort Frances

Signature
Name: Elizabeth Slomke
Title: Municipal Clerk
I/we have authority to bind the Participant

Signature
Name: Roy Avis
Title: Mayor
I/we have authority to bind the Participant

SCHEDULE 1 – LICENSED PRODUCTS

Licensed Products/Deliverables – Subset listing

NOTE: The following Licensed Products will be provided to the Participant on appropriate media directly from the Supplier. Additional Licensed Products that are not included in this Subset of Deliverables, such as the stereo data, may be requested at a later date by contacting the Primary Contact for the Ministry.

All georeferenced Licensed Products will be delivered using the Coordinate System: UTM15 NAD83CSRS_CGVD28-1978_CGG2000_HT2_meters

1. Project Level Data
 - a. Flight_Lines
 - i. Shapefiles with flight lines and way points
 - ii. Includes acquisition dates of when the imagery was acquired.
 - b. Metadata
 - i. Metadata that includes details about the project and data in .html format.
 - ii. Readme Files: .txt format describing products
 - c. NWOOP2017_Participant_Tile_Index
 - i. Shapefile containing the tiles selected of the area(s) of interest for an organization and will be used to “clip” a subset
 - ii. Defines the geographic extent for each delivery/organization
 - iii. Provided directly to Fugro by MNRF, as determined with each participating organization
2. NWOOP2017_20cm_8BIT_Orthophotography
 - a. All tiles will be labelled/named with the following convention/scheme: (Sample tile label: *1km153000487202017NWOOP.tiff*) --- where:
 - i. *1km* – tile extent (1km x 1km)
 - ii. *15* – UTM zone that the imagery is located/projected in
 - iii. *3000* – truncated easting value of the lower left corner of the tile
 - iv. *48720* – truncated northing value of the lower left corner of the tile
 - v. *2017* – year of acquisition of the imagery
 - vi. *NWOOP* – Project name or identifier
 - vii. *.tiff* – file format (TIFF or JP2)
 - viii. *NOTE:* other associated image related files, such as world files etc. will be included, where applicable
 - b. GEOTIFF
 - i. Full resolution (20cm) RGBNiR geotiff tiles matching organizational area(s) of interest tile index
 - ii. Images provided in 1 km x 1km tiles as per prescribed naming conventions.
 - iii. Separated by UTM zone, where applicable

- c. JPEG2000
 - i. Compressed (10 to 1) RGBNiR Jpeg2000 tiles matching organizational area(s) of interest tile index
 - ii. Images provided in 1 km x 1km tiles as per prescribed naming conventions.
 - iii. Separated by UTM zone, where applicable

SCHEDULE 2 - MAP DEPICTING THE GEOGRAPHIC AREA(S) OF THE PARTICIPANT

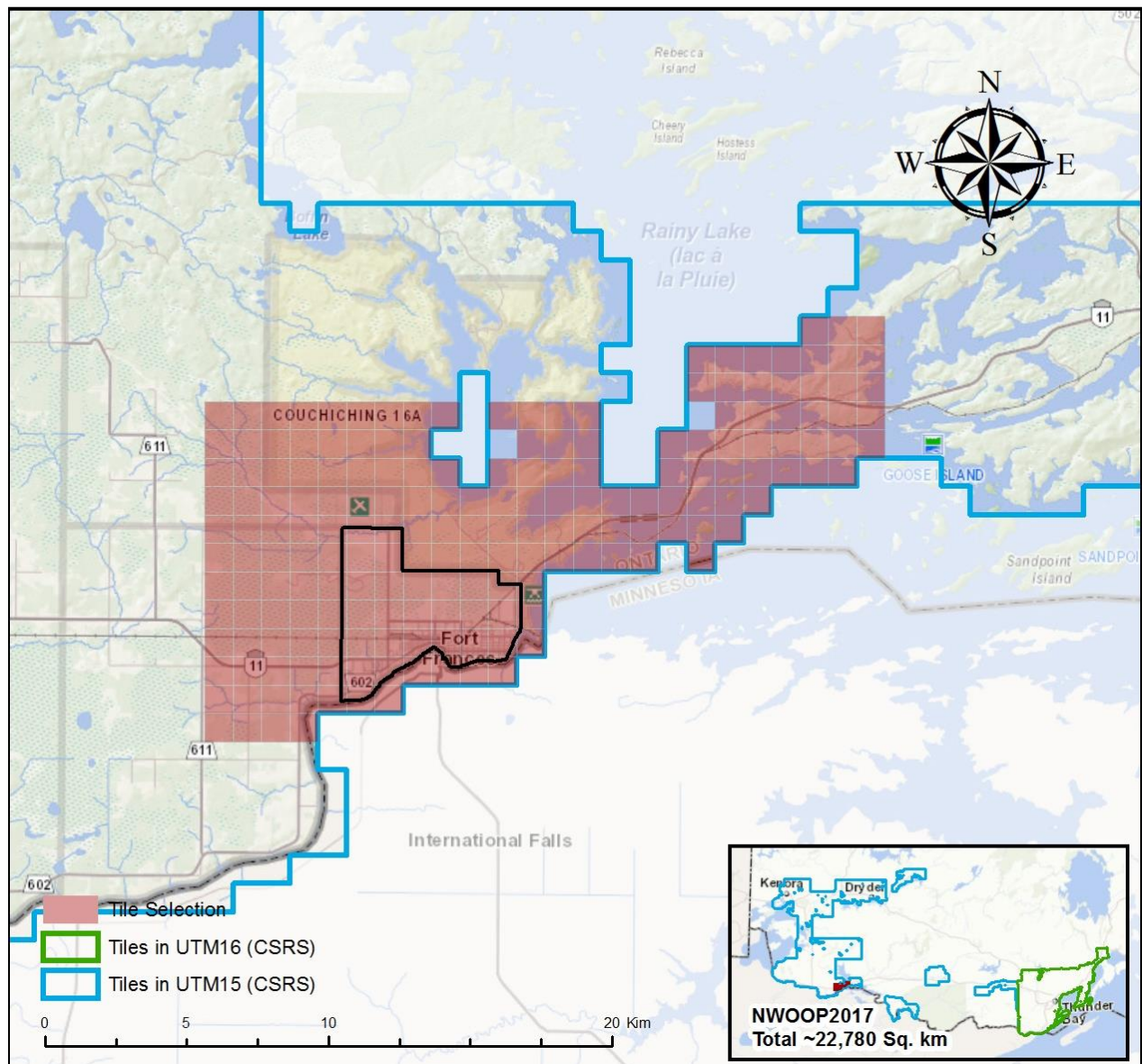
All products to be delivered in UTM Zone 15 georeferenced coordinate system

Total # sq. km. (tiles) = 189

Cost per sq. km. (tile) = Minimum Allowable Contribution

Total Cost: \$1000

North West Ontario Orthophoto Project 2017
Town of Fort Frances 189 Tiles z15



SCHEDULE 3 – LIST OF PARTICIPANTS

(NOTE: Participant List is subject to change after Agreement is finalized – contact the Ministry Primary Contact for clarification, if required)

Sector/Organizations**Federal (3)**

- Indigenous and Northern Affairs Canada
- Environment Canada - CWS
- Natural Resources Canada - Ontario Region

First Nations (0)**Municipal (14)**

- The City of Thunder Bay
- The Township of Dorion
- The City of Dryden
- The Town of Fort Frances
- The City of Kenora
- The Municipality of Neebing
- The Township of Chapple
- The Municipality of Sioux Lookout
- The Town of Atikokan
- The Municipality of Shuniah
- The Township of Sioux Narrows – Nestor Falls
- The Township Red Rock
- The Township of Nipigon
- The Township of O'Connor

Non-Government Organizations/Agencies/Commissions (2)

- International Institute for Sustainable Development
- Nature Conservancy of Canada

Private Sector (4)

- Thunder Bay Hydro
- Union Gas
- Benton Resources
- Hydro One

Conservation Authorities (1)

- Lakehead Conservation Authority

TOWN OF FORT FRANCES

BY-LAW NO. xx/17

(Being a by-law to approve a lease renewal agreement with Melaire Ltd. at the Fort Frances Municipal Airport)

WHEREAS on October 10, 2017, Council approved a recommendation from the Operations and Facilities Executive Committee that a lease renewal agreement for a hangar lot (300 square meters) be entered into with Melaire Ltd. at the Fort Frances Municipal Airport;

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

1. That the lease renewal agreement with Melaire Ltd. (hangar lot lease with term June 1, 2017 to May 31, 2022), in the form attached hereto as Schedule "A" be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

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

R. Avis, Mayor

E. Slomke, Clerk

THIS AGREEMENT made this 1st day of June, Two Thousand and Seventeen

BETWEEN:

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

-And-

MELAIRE LTD.
(The “Tenant”)

WHEREAS:

- A. The Town and the Tenant hereinafter collectively referred to as the “Parties” entered into an agreement of lease (the “Lease”) dated June 1, 2002 with respect to the property (“Demised Premises”) described as: A hangar lot comprising of approximately 300 square meters at the Fort Frances Airport.
- B. The copy of the lease dated June 1, 2002, in each of the Parties possession forms Part of this Agreement as Schedule “A”.
- C. The term (the “Term”) of this lease is due to expire and end May 31, 2017.
- D. The Town desires to lease to the Tenant and the Tenant desires to lease from the Town the Demised Premises for a further Term, namely, from June 1, 2017 to and including May 31, 2022 on substantially the same terms and conditions as set out in the Lease.

NOW THEREFORE the Parties agree as follows:

- 1. The Town agrees to lease to the Tenant and the Tenant agrees to lease from the Town the Demised Premises for a further Term from and including June 1, 2017 to May 31, 2022.
- 2. The annual amount payable by the Tenant to the Town in respect of the Tenant’s lease of the Demised Premises for the Term June 1, 2017 to May 31, 2022 shall be the sum of \$606.81, HST included, which amount shall be payable by the Tenant to the Town upon the signing of this agreement.
- 3. Except as set out in this agreement, the Lease by the Tenant of the Demised Premises from the Town for the term shall be upon the same terms and conditions as set out in the Lease.

IN WITNESS WHEREOF the Parties have executed this Agreement.

For: The Corporation of the Town of Fort Frances:

Per: _____
Mayor

Per: _____
Clerk

For: Melaire Ltd.

Witness: _____

Per: _____
Gordy Melville

“I have the authority to bind the corporation”

TOWN OF FORT FRANCES

BY-LAW NO. xx~17

(Being a by-law to approve a propane supply and equipment agreement with Energy Tech Services Co-op for supply of propane at the Fort Frances Airport)

WHEREAS on October 10, 2017, Council approved a recommendation from the Operations & Facilities Executive Committee to enter into an agreement for supply and delivery of propane and equipment at the Fort Frances Airport.

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

1. That the agreement with Energy Tech Services Co-op in the form of Schedule “A” attached hereto and forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

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

R. Avis, Mayor

E. Slomke, Clerk

PROPANE SUPPLY AND EQUIPMENT AGREEMENT

This agreement is made effective the

day of

BETWEEN:

(the "Vendor") (Full legal name of Co-op)
having its principal place of business at

(Full address of Co-op)

(Postal Code)

AND

(the "Customer")

(Full legal name of Customer) (If individual(s), given name, second name, surname)

(Full address of Customer)

(Postal Code)

- 1 **SUPPLY OF PROPANE.** The Vendor agrees to supply to the Customer and the Customer agrees to buy exclusively from the Vendor all of its propane requirements used on the Customer's premises (the "Premises"). The Customer agrees to pay for the propane at the price set by the Vendor from time to time plus all applicable federal and provincial taxes.
- 2 **PAYMENT.** The Vendor's statements are due when rendered. For customers purchasing on credit, if the Vendor believes that the Customer's circumstances warrant it, the Vendor may require the Customer to pay for future deliveries of propane either in advance or at the time of delivery.
- 3 **ORDERING AND DELIVERY.** Although from time to time the Vendor fills the Customer's tank while making other deliveries in the area, the Vendor does not assume any responsibility for monitoring the level of propane in the Customer's tank. The Customer remains responsible at all times to promptly notify the Vendor whenever the visual gauge indicates 30% in the tank to ensure delivery before the tank is empty.
- 4 **LEASE OF EQUIPMENT.** The Vendor agrees to lease to the Customer the propane storage equipment described below (the "Equipment") to use on the Premises to store propane supplied by the Vendor:

Type or Kind of Equipment	Model	Serial No.
---------------------------	-------	------------

The Customer authorizes the Vendor to complete the description of the Equipment at a later date or to amend the description from time to time when Equipment is changed or substituted.

- 5 **TERM.** The initial term of this agreement begins on _____ (the "Commencement Date").
The initial term ends on _____ (the "Expiry Date"). The agreement, as amended from time to time, will be renewed automatically after the expiry of the initial term for successive one-year terms.

- 6 ~~The Rental Fee (the "Rent") is \$ _____ per year for the initial term, subject to adjustments as set out below, plus all applicable federal and provincial taxes. The Vendor may adjust the Rent on each anniversary of the effective date of this agreement in accordance with prevailing market rentals for similar equipment. The Customer has 10 days after it receives notice of an increase in the Rent in its regular statement to terminate this agreement by written notice to the Vendor. The Rent is due in advance on the first day of the first month in each year of the initial term and renewal terms without setoff or deduction.~~

- 7 ~~INSTALLATION COSTS. The Customer agrees to pay the Vendor the costs of installing the Equipment.~~

- 8 **LOCATION OF EQUIPMENT.** The Equipment is located at the customer's civic address shown above; the legal description of which is:
- 9 **OWNERSHIP OF EQUIPMENT.** The Equipment remains the property of the Vendor at all times and may be removed by the Vendor at any time after termination of this lease, or as otherwise provided in this lease. The Customer will keep the Equipment free and clear of all claims, liens and encumbrances. The Customer will indemnify the Vendor against all claims and liens of the Customer's creditors and any entity claiming through the Customer.
- 10 **MAINTENANCE AND REPAIRS.** Upon notice by the Customer, the Vendor will keep the Equipment in good working order and condition and make all necessary adjustments, repairs and replacements, arising from ordinary use and reasonable wear and tear. The Customer must immediately notify the Vendor of the improper functioning of the Equipment.

- 11 **DAMAGE TO EQUIPMENT.** The Customer bears the full risk and responsibility for any loss, destruction or damage occurring to the Equipment however caused, including without limitation, any loss, destruction or damage arising out of any breach of this agreement by the Customer or arising from the acts or omissions, negligent or otherwise, of the Customer, or its employees, agents, contractors, customers or third parties. In the case of any loss, destruction or damage, the Vendor will repair or replace the Equipment at the Customer's expense.
- 12 **INSURANCE.** The Customer agrees to obtain and maintain in place all-risk property insurance on the Equipment located on the Premises to its full replacement value.
- 13 **LIABILITY AND INDEMNITY.** The Customer assumes and indemnifies the Vendor against all risks and liability for personal injury or death and for loss or damage to property of the Customer or others, arising from any breach of this agreement by the Customer or from the negligent acts or omissions of the Customer or its employees, agents, contractors, customers or from the acts of third parties.
- 14 **ACCESS.** The Vendor's employees and agents are authorized to enter the Premises or any building on the Premises where the Equipment may be found to view the state of the Equipment, to make repairs to it, to retake possession of the Equipment, and for all proper purposes in connection with the Equipment.
- 15 **TERMINATION.** Either party may terminate this agreement at the expiration of the initial term or any renewal term by giving not less than 7 days' prior written notice to the other party.
- 16 **RIGHT OF FIRST REFUSAL.** If the Customer gives notice of termination as a result of having received a bona fide offer from a third party to supply the Customer's propane requirements at a price lower than that being charged by the Vendor, the customer shall provide details to the Vendor in writing immediately. The Vendor shall have the right, if it so chooses to exercise that right, to supply the Customer's propane requirements at the price offered by the third party.
- 17 **EVENTS OF DEFAULT.** The Customer will be in default under this agreement and the unpaid balance of any obligation, indebtedness or liability arising under this agreement will become immediately due and payable at the Vendor's option, if any of the following events occur:
 - a) the Customer fails to pay any amount due or to perform any obligation under this agreement;
 - b) the Customer attempts to move, remove, sell, transfer, encumber, assign or sublet (except as expressly permitted by the provisions of this agreement) the Equipment or the Premises;
 - c) ~~the Customer purchases less than twice the capacity of the storage tank during any 12-month period in the term.~~
- 18 **VENDOR'S REMEDIES.** If any event of default occurs, the Vendor, at its option, may do all or any of the following:
 - a) terminate this agreement immediately or suspend deliveries until the default has been cured;
 - b) repossess the Equipment, in which case the Customer agrees to pay the Vendor's current charge for disconnection, pump out and pick-up.
- 19 **INTEREST.** All overdue payments will bear interest at the Vendor's then current rate of interest.
- 20 **EXCUSABLE DELAY.** If for any reason beyond the Vendor's control, the Vendor's supply of propane from its normal suppliers becomes inadequate to meet the vendor's obligations to all its customers and its own needs or when the Vendor has reasonable cause to believe that any one of these events may occur, the Vendor may either discontinue deliveries under this agreement or reduce the quantities to be sold under this agreement by allocating its available supply among its customers and itself in such manner as it may determine in its sole discretion.
- 21 **OPTION.** The Customer may purchase the Equipment at any time on 30 days' written notice to the vendor. The purchase price will be the then current market value of the Equipment as determined by the Vendor. Rental payments previously paid, to a maximum of two years rental payments, will be applied by the Vendor in partial satisfaction of the purchase price. The Vendor will provide the Customer with a bill of sale and the Customer will release the Vendor from all liability, expenses and causes of action in respect of the Equipment. Upon the closing of the agreement of purchase and sale of the Equipment, the Equipment lease portion of this agreement terminates.

The parties have signed this agreement as of the date set out above.

Signing by Customer

By:

Title

Federated Co-operatives Limited
Signing as the Agent of the Vendor

PROPANE SUPPLY AND EQUIPMENT AGREEMENT

This agreement is made effective the

day of

BETWEEN:

(the "Vendor") (Full legal name of Co-op)
having its principal place of business at

(Full address of Co-op)

(Postal Code)

AND

(the "Customer")

(Full legal name of Customer) (If individual(s), given name, second name, surname)

(Full address of Customer)

(Postal Code)

- 1 **SUPPLY OF PROPANE.** The Vendor agrees to supply to the Customer and the Customer agrees to buy exclusively from the Vendor all of its propane requirements used on the Customer's premises (the "Premises"). The Customer agrees to pay for the propane at the price set by the Vendor from time to time plus all applicable federal and provincial taxes.
- 2 **PAYMENT.** The Vendor's statements are due when rendered. For customers purchasing on credit, if the Vendor believes that the Customer's circumstances warrant it, the Vendor may require the Customer to pay for future deliveries of propane either in advance or at the time of delivery.
- 3 **ORDERING AND DELIVERY.** Although from time to time the Vendor fills the Customer's tank while making other deliveries in the area, the Vendor does not assume any responsibility for monitoring the level of propane in the Customer's tank. The Customer remains responsible at all times to promptly notify the Vendor whenever the visual gauge indicates 30% in the tank to ensure delivery before the tank is empty.
- 4 **LEASE OF EQUIPMENT.** The Vendor agrees to lease to the Customer the propane storage equipment described below (the "Equipment") to use on the Premises to store propane supplied by the Vendor:

Type or Kind of Equipment	Model	Serial No.
---------------------------	-------	------------

The Customer authorizes the Vendor to complete the description of the Equipment at a later date or to amend the description from time to time when Equipment is changed or substituted.

- 5 **TERM.** The initial term of this agreement begins on _____ (the "Commencement Date").
The initial term ends on _____ (the "Expiry Date"). The agreement, as amended from time to time, will be renewed automatically after the expiry of the initial term for successive one-year terms.
- 6 ~~The Rental Fee (the "Rent") is \$ _____ per year for the initial term, subject to adjustments as set out below, plus all applicable federal and provincial taxes. The Vendor may adjust the Rent on each anniversary of the effective date of this agreement in accordance with prevailing market rentals for similar equipment. The Customer has 10 days after it receives notice of an increase in the Rent in its regular statement to terminate this agreement by written notice to the Vendor. The Rent is due in advance on the first day of the first month in each year of the initial term and renewal terms without setoff or deduction.~~
- 7 ~~INSTALLATION COSTS. The Customer agrees to pay the Vendor the costs of installing the Equipment.~~
- 8 **LOCATION OF EQUIPMENT.** The Equipment is located at the customer's civic address shown above; the legal description of which is:
- 9 **OWNERSHIP OF EQUIPMENT.** The Equipment remains the property of the Vendor at all times and may be removed by the Vendor at any time after termination of this lease, or as otherwise provided in this lease. The Customer will keep the Equipment free and clear of all claims, liens and encumbrances. The Customer will indemnify the Vendor against all claims and liens of the Customer's creditors and any entity claiming through the Customer.
- 10 **MAINTENANCE AND REPAIRS.** Upon notice by the Customer, the Vendor will keep the Equipment in good working order and condition and make all necessary adjustments, repairs and replacements, arising from ordinary use and reasonable wear and tear. The Customer must immediately notify the Vendor of the improper functioning of the Equipment.

11. **DAMAGE TO EQUIPMENT.** The Customer bears the full risk and responsibility for any loss, destruction or damage occurring to the Equipment however caused, including without limitation, any loss, destruction or damage arising out of any breach of this agreement by the Customer or arising from the acts or omissions, negligent or otherwise, of the Customer, or its employees, agents, contractors, customers or third parties. In the case of any loss, destruction or damage, the Vendor will repair or replace the Equipment at the Customer's expense.
12. **INSURANCE.** The Customer agrees to obtain and maintain in place all-risk property insurance on the Equipment located on the Premises to its full replacement value.
13. **LIABILITY AND INDEMNITY.** The Customer assumes and indemnifies the Vendor against all risks and liability for personal injury or death and for loss or damage to property of the Customer or others, arising from any breach of this agreement by the Customer or from the negligent acts or omissions of the Customer or its employees, agents, contractors, customers or from the acts of third parties.
14. **ACCESS.** The Vendor's employees and agents are authorized to enter the Premises or any building on the Premises where the Equipment may be found to view the state of the Equipment, to make repairs to it, to retake possession of the Equipment, and for all proper purposes in connection with the Equipment.
15. **TERMINATION.** Either party may terminate this agreement at the expiration of the initial term or any renewal term by giving not less than 7 days' prior written notice to the other party.
16. **RIGHT OF FIRST REFUSAL.** If the Customer gives notice of termination as a result of having received a bona fide offer from a third party to supply the Customer's propane requirements at a price lower than that being charged by the Vendor, the customer shall provide details to the Vendor in writing immediately. The Vendor shall have the right, if it so chooses to exercise that right, to supply the Customer's propane requirements at the price offered by the third party.
17. **EVENTS OF DEFAULT.** The Customer will be in default under this agreement and the unpaid balance of any obligation, indebtedness or liability arising under this agreement will become immediately due and payable at the Vendor's option, if any of the following events occur:
 - a) the Customer fails to pay any amount due or to perform any obligation under this agreement;
 - b) the Customer attempts to move, remove, sell, transfer, encumber, assign or sublet (except as expressly permitted by the provisions of this agreement) the Equipment or the Premises;
 - c) ~~the Customer purchases less than twice the capacity of the storage tank during any 12 month period in the term.~~
18. **VENDOR'S REMEDIES.** If any event of default occurs, the Vendor, at its option, may do all or any of the following:
 - a) terminate this agreement immediately or suspend deliveries until the default has been cured;
 - b) repossess the Equipment, in which case the Customer agrees to pay the Vendor's current charge for disconnection, pump out and pick-up.
19. **INTEREST.** All overdue payments will bear interest at the Vendor's then current rate of interest.
20. **EXCUSABLE DELAY.** If for any reason beyond the Vendor's control, the Vendor's supply of propane from its normal suppliers becomes inadequate to meet the vendor's obligations to all its customers and its own needs or when the Vendor has reasonable cause to believe that any one of these events may occur, the Vendor may either discontinue deliveries under this agreement or reduce the quantities to be sold under this agreement by allocating its available supply among its customers and itself in such manner as it may determine in its sole discretion.
21. **OPTION.** The Customer may purchase the Equipment at any time on 30 days' written notice to the vendor. The purchase price will be the then current market value of the Equipment as determined by the Vendor. Rental payments previously paid, to a maximum of two years rental payments, will be applied by the Vendor in partial satisfaction of the purchase price. The Vendor will provide the Customer with a bill of sale and the Customer will release the Vendor from all liability, expenses and causes of action in respect of the Equipment. Upon the closing of the agreement of purchase and sale of the Equipment, the Equipment lease portion of this agreement terminates.

The parties have signed this agreement as of the date set out above.

Signing by Customer

By:

Title

Federated Co-operatives Limited
Signing as the Agent of the Vendor

Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Friday, September 22, 2017 10:55 AM
To: Lisa Slomke
Subject: AMO Policy Update - Policing Policy and Bill 68 Update

September 22, 2017

Policing Policy and Bill 68 Update

Policing Grants

AMO has just been provided details regarding the government's plan for policing grants in 2018-19. Earlier in September, the Ministry of Community Safety and Correctional Services (MCSCS) wrote to Police Chiefs and Police Service Board Chairs to advise that for next year, police services will again have the option to apply for funding under the old or new model.

The Ministry has also advised that 2018-19 will be the last year in which the Provincial Anti-Violence Intervention Strategy (PAVIS), Community Policing Partnership (CPP), and the 1,000 Officers grants will be offered. For the past twelve years, these three grants have funded the provincial cost share of over 2,000 front-line officers. New granting criteria for 2019-20 will not necessarily be directed to front-line officers in the future.

Questions related to this potential financial risk should be discussed locally with Boards and Chiefs. Specific questions related to policing grants should be directed to the MCSCS. If you have any questions, please contact Steffie.Anastasopoulos@ontario.ca or James.Y.Lee@ontario.ca.

AMO Contact: Matthew Wilson, Senior Advisor, E-mail: mwilson@amo.on.ca, 416.971-9856 ext. 323.

New Policing Bill Anticipated This Fall

After five years of consultation through the Future of Policing Advisory Committee, a new *Police Services Act* is expected to be introduced this fall. Municipal governments are looking for three key changes to improve and modernize policing and public safety services:

- **Reforms that improve the effectiveness and efficiency of police spending, especially in smaller communities.** Increased police spending does not mean increased public safety and security. New legislation must consider sustainability.
- **The civilianization of specific functions that do not require a police officer, to manage costs and effective use of resources.** Efforts to modernize policing must clearly allow civilians to perform some non-core policing functions that do not necessitate an armed, sworn officer.
- **Governance reforms that clarify the mandate of police services boards and provide resources to support effective civilian oversight.** Designing a successful civilian oversight system through police services boards is a critical part of the future. This must include Ministry resources for board training and support.

Ontarians pay the highest policing costs in the country. This includes both provincial and municipal spending. In 2014-2015, Ontarians spent \$347 per capita on policing, which is at least \$20 more than Albertans, \$38 more than Quebecers, and \$58 more than British Columbians. AMO is seeking to modernize policing, so that all Ontario communities can afford police services, along with all the other public programs and services that keep people safe and healthy. An updated report on emergency service costs in Ontario was provided at the 2017 AMO Conference. A copy of that presentation is available [here](#).

AMO Contact: Matthew Wilson, Senior Advisor, E-mail: mwilson@amo.on.ca, 416.971-9856 ext. 323.

Bill 68, *Modernizing Ontario's Municipal Legislation Act, 2017* (MOMLA) Timing

- The changes made through MOMLA will come into force in phases. While some sections of MOMLA came into force on Royal Assent, many of the sections will come into force on dates to be proclaimed. A phased approach to proclamation has been confirmed, which would bring certain amendments into force on January 1, 2018 and March 1, 2019, respectively.
- The changes made through MOMLA that will come into force on January 1, 2018, include provisions respecting small business programs, open meetings, and other provisions.
- The second proclamation date is March 1, 2019, and will bring into force changes to municipal accountability and transparency framework that include provisions respecting codes of conduct, integrity commissioner, conflict of interest, mandatory policies and other provisions. This includes the requirement for a policy regarding the relationship between members of council and the officers and employees of the municipality.

- For more information about the proclamation of certain MOMLA provisions, please refer to the legislation on E-laws (<https://www.ontario.ca/laws>) where in force timing will be embedded.
- AMO will continue to monitor progress and keep members informed.

AMO Contact: Pat Vanini, Executive Director, E-mail: pvanini@amo.on.ca, 416.971.9856 ext. 316.

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

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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Wednesday, September 27, 2017 2:01 PM
To: Lisa Slomke
Subject: AMO Policy Update - Health Omnibus Bill introduced with Municipal Implications

September 27, 2017

Health Omnibus Bill introduced with Municipal Implications – including Ambulance, Fire Medic, and Long-Term Care Homes

Later today, the Ministry of Health and Long-Term Care (MOHLTC) will introduce omnibus legislation to amend a number of acts relevant to municipal government including the *Ambulance Act*, *Long-Term Care Homes Act*, and the *Health Protection and Promotion Act*.

The government announcement with information and context about the introduction of the *Strengthening Quality and Accountability for Patients Act, 2017* is on the government newsroom [website](#).

Ambulance Act

We understand that this draft *Ambulance Act* legislation will open the door to the use of the fire-medical model. The MOHLTC Minister, the Honourable Dr. Hoskins, has committed that two [pilot](#) projects will test the use of firefighters certified as paramedics to respond to low-acuity calls in willing municipalities. Appropriate regulations and program design, along with municipal council approval, will be required before any such pilot projects can begin.

Over the last two years there have been strong AMO/municipal leaders' demands for this legislation to include language to prohibit arbitrators from replicating these pilot projects to protect unwilling municipal governments, if or when they are launched. If this is not in today's draft legislation, AMO and municipal elected leaders will continue to insist that the Province must address the labour relations concerns of municipal employers prior to these pilots' introduction by concurrently amending the *Fire Protection and Prevention Act* and any other required legislation, as it amends the *Ambulance Act*.

Additionally through these *Ambulance Act* amendments, the Province is seeking to provide paramedics with increased flexibility to deliver alternative care options on-scene to patients. If adopted, paramedics will have the ability and authority to refer patients to

destinations other than hospitals, as is currently required by law. This approach should benefit patients and reduce low-acuity emergency room visits. However, there are serious municipal/DSSAB questions about standards, training, and liability that need to be worked out before proceeding with any implementation.

The proposed legislative amendments do not address all long-standing issues of municipal concern. AMO and its municipal partners will continue to urge MOHLTC to make immediate improvements to the call triaging and dispatch system, as well as addressing the current non-urgent transfer requirements on an emergency service. Both matters are part of the MOHLTC Phase 2 plan to enhance emergency services in Ontario.

Long-Term Care Homes Act

The amendments to this Act are intended to enhance Ontario's quality and safety inspection program for Long-Term Care Homes. This would include new enforcement tools that the government could apply including financial penalties and new provincial offences for non-compliance with the Act and regulations.

Municipal governments are proud of our solid record in providing quality long-term care and want a system that will enhance that tradition. Analysis of the proposed amendments is required. Generally, there is support of enforcement steps to deal with homes that chronically do not meet standards as long as the response is proportionate to the action and the process is sound.

Health Protection and Promotion Act

The proposed changes to the Act would enable the permitting of regulations of recreational water facilities. This would include splash pads, wading pools and other personal service settings like nail salons, barber shops and tattoo parlours.

AMO and our members will consider the impact of the proposed changes and assess their ability to better prevent infection in these settings in a cost effective manner.

Other

The omnibus bill also proposed to amend the following Acts:

- *Health Sector Payment Transparency Act*
- *Retirement Homes Act*
- *Oversight of Health Facilities and Devices Act*
- *Medical Radiation and Imaging Technology Act*

- *Excellent Care for All Act*
- *Ontario Drug Benefit Act*
- *Ontario Mental Health Foundation Act.*

A high-level explanation of the proposed changes to the 10 pieces of legislation are found also on the government website in a [backgrounder](#).

AMO staff and the AMO Health Task Force will review all these legislative amendments in detail to assess the municipal impacts. Further information to members will be provided when available.

AMO Contacts:

Monika Turner, Director of Policy, mturner@amo.on.ca, 416.971.9856 ext. 318.

Michael Jacek, Senior Advisor, mjacek@amo.on.ca, 416.971.9856 ext. 329.

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Municipality of Killarney

September 19, 2017

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32 Commissioner Street
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P0M 2A0

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E-mail:

inquiries@municipalityofkillarney.ca

Public Works Department:

1096 Hwy 637
Killarney, Ontario
P0M 2A0

Tel: 705-287-1040

Fax: 705-287-1141

website:

www.municipalityofkillarney.ca

Association of Ontario Municipalities

Ms. Lynn Dollin

200 University Ave., Suite 801

Toronto, ON M5H 3C6

Dear Ms. Dollin:

Attached hereto is Resolution No. 17-362 that was passed at the Regular Meeting of Council held September 13, 2017 as well as an article from CBC News.

The Municipality of Killarney share the same concerns as AMO regarding proposed changes to the Ambulance Act and Fire Protection & Prevention Act which are to be tabled at Queen's Park this fall.

We look forward to working with you to protect municipal interests.

Thank you for your attention to this important issue.

Sincerely,

THE MUNICIPALITY OF KILLARNEY

Candy K. Beauvais

Clerk-Treasurer

Cc: FONOM

ROMA

OSUM

DSSAB

SDHU

All Ontario Municipalities

Local MPP's



The Corporation of the Municipality of Killarney
32 Commissioner Street
Killarney, Ontario
P0M 2A0

MOVED BY: Michael Reider

SECONDED BY: Jim Rook

RESOLUTION NO. 17-362

BE IT RESOLVED THAT the Municipality of Killarney advise the Association of Ontario Municipalities (AMO) that we share their concerns regarding the proposed changes to the Ambulance Act and the Fire Protection and Prevention Act which are set to be tabled at Queen's Park in the fall;

FURTHER the Province is seeking two municipalities to participate in pilot projects funded by the Ministry of Health and Long-Term Care. The Municipality of Killarney appeals to AMO to request that the Province include rural northern municipalities as participants in the pilot projects;

FURTHER the proposed changes may result in the Province saving and municipalities experience additional downloading for some of the costs associated with modifications to the acts;

THEREFORE the Council for the Municipality of Killarney hereby requests that AMO keep all municipalities informed of this matter so that all stakeholders have input into these proposed changes which may result in additional costs to our municipalities (such as increased training, legal liability etc.);

FURTHER THAT this resolution be forwarded to AMO, FONOM, ROMA, OSUM, DSSAB, SDHU, all Ontario Municipalities and to our local MPP's.

CARRIED

I, Candy K. Beauvais, Clerk Treasurer of the Municipality of Killarney do certify the foregoing to be a true copy of Resolution #17-362 passed in a Regular Council Meeting of The Corporation of the Municipality of Killarney on the 13th day of September, 2017.


 Candy K. Beauvais
 Clerk Treasurer

Ontario communities sound alarm over proposed changes to Ambulance Act

By Kimberley Molina, [CBC News](#) Posted: Aug 22, 2017 8:11 AM ET Last Updated: Aug 22, 2017 8:11 AM ET

A group representing Ontario communities is sounding the alarm over proposed changes to two provincial acts which would affect how some patients are treated and transported during medical calls.

The Association of Ontario Municipalities (AMO) is concerned about changes to the *Ambulance Act* and the *Fire Protection and Prevention Act*, which are set to be tabled at Queen's Park in the fall.

One change aims to reduce unnecessary emergency room visits by having paramedics take patients with minor injuries to family doctors and community clinics. The law currently requires patients to be taken to hospital only.

Another change could see firefighters with paramedic training be able to respond to minor injury calls, provide medical care on fire trucks, and provide symptom relief in some higher-priority calls.

Pilot projects set to begin next spring

The province is looking for two municipalities to participate in pilot projects funded by the Ministry of Health and Long-Term Care, which are expected to begin in March 2018.

At least one Ottawa city councillor doesn't want the city to take part.

"Ottawa is not the right community to try this in.... I haven't seen any evidence that it leads us in a direction that we want to go," said Coun. Mark Taylor, who is also chair of AMO's health task force.

'We also live in a world where provincial arbitrators have a nasty habit of picking up things in one municipality and dropping them down in another.' - *Coun. Mark Taylor, chair of AMO's health task force*

He's concerned Ottawa could be forced to subscribe to the new model, along with other communities, after the pilot projects are completed.

"We also live in a world where provincial arbitrators have a nasty habit of picking up things in one municipality and dropping them down in another," he said.

The president of AMO said she wants to ensure that doesn't happen.

"They keep telling us that it's voluntary, it's voluntary.... So, our demand of them is if this is to truly be voluntary, that we would require that interest arbitrators be prohibited, in law, from replicating it to unwilling participants," said Lynn Dollin.

Ministry to look at possible scenarios this fall

Legislation is expected to be tabled at Queen's Park this fall to change the two acts, and the Ministry of Health and Long-Term Care will consider what kind of calls would be appropriate for transporting patients to family doctors and clinics instead of emergency rooms.

"[The] ministry plans to undertake an operational risk assessment in the fall of potential scenarios, based on feedback from stakeholders to date and experiences of models currently used in other jurisdictions," press secretary Laura Gallant wrote in a statement to CBC News.

Some of those scenarios could include mental health calls, which are on the rise.

A hospital emergency room is not necessarily the best place for those patients, Taylor said.

Province could save, municipalities spend

There is a question of who ends up footing the bill for some costs. While the province may save some money from fewer emergency room visits, other costs could be off-loaded onto municipalities.

The Ministry of Health and Long-Term Care projects the cost of ambulance systems will increase by \$300 million to \$1.9 billion over five years, between 2015 and 2020.

Land ambulance costs are shared 50-50 with the province, but municipalities cover 100 per cent of the cost of firefighting, Dollin said.

Potential costs could include increased training for paramedics and firefighters to increased legal liability, she said. If patients are dropped off at a hospital, the hospital — and ultimately the province — are liable, but if the person is taken to another facility instead, a city could bear the brunt of that liability.

'If it's going to cost municipalities more money for us to follow the new regulations, then that should be covered 100 per cent by the province.' - Lynn Dollin, president of AMO

There are other ways the province could save money, according to AMO, including better call triaging and changing regulations around non-urgent patient transfers.

These types of transfers are especially problematic in northern Ontario, where ambulances are taken out of service to transfer non-urgent patients from one area to another, Dollin said. In southern Ontario, the province often contracts companies to move those patients.

"It's AMO's position that fixing those two things, the benefits would far outweigh those that could be brought about by fire-medics," she said.

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SEP 28 2017



MC-2017-1725

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

Dear Mayor Avis:

Thank you for taking the time to meet with me on September 15, 2017. I also welcomed the opportunity to meet with members of the council and representatives from the Fort Frances Power Corporation (FFPC) to discuss issues of concern.

I appreciated learning of your support for the Fair Hydro Plan rate reductions. I also enjoyed hearing about the FFPC and the unique approach regarding the 0% rate of return to keep costs low for customers and allow reinvestment in local infrastructure.

Again, thanks for sharing other local concerns, including access to justice, the Connecting Links program and funding for emergency preparedness equipment. As a fellow Northerner, I understand the unique challenges in the North and I will continue to advocate for these concerns at the Cabinet table.

It was a pleasure to start a constructive dialogue and I encourage you to continue to reach out to me through Rachel Thompson, Senior Advisor (Strategic Initiatives), in my office. Rachel can be reached at 416-314-5199, or at Rachel.Thompson@ontario.ca.

Thank you again and please accept my best wishes.

Sincerely,


Glenn Thibeault
Minister

TOWN OF FORT FRANCESMINUTESSESSION NO. #32September 5, 2017

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on September 5, 2017 from 8:00 a.m. to 9:30 a.m.

PRESENT: D. Kitowski, Chair, J. Caul, Councillor, J. Albanese, Councillor

ALSO PRESENT: D. Brown, CAO, L. Slomke, Clerk, T. Dennis, CBO/Planner, P. Briere, Secretary, C. Kaun, Guest, W. Kaun, Guest, S. Kaun, Guest, S. Howarth, Guest, G. McQuarrie, Guest.

1. Call to Order - 0800AM

Session #32

2. Disclosure of pecuniary interest and the general nature thereof

None.

3. Approval of Previous Committee Minutes

3.1 Approval of August 8th, 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 Request by NWCDSD for Acquisition of Property.

- A discussion was had on this item. The Planning & Development Executive Committee is recommending that Council stop-up, close, declare surplus and sell the portion of land as per previous land transactions.

Caul - Albanese: 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 - NWCDSD Request for Property Acquisition.

CARRIED

6. Items Referred from Council

6.1 Letters from Residents in regards to Zoning By-Law Restrictions.

- A lengthy discussion was had on this item. The Planning & Development Executive Committee is requesting Administration to further investigate this item to gather more information, which will be presented to the Committee at a future meeting.

7. New Business

None.

8. Outstanding Items

8.1 Official Plan Amendment and Zoning By-Law Amendment for 605 McIrvine Road.

- A discussion was had on this item. The Planning and Development Executive Committee is recommending to approve the Official Plan Amendment as presented and approve the Zoning By-Law Amendment with the necessary change completed.

- 8.2 Site Plan Control Agreement- Great Canadian Oil Change.
 - A discussion was had on this item. The Planning and Development Executive Committee is recommending that Council approve the report and site plan as presented.

- 8.3 Site Plan Control Agreement - RRDSSAB.
 - A discussion was had on this item. The Planning and Development Executive Committee is recommending that Council approve the report and site plan as presented.

- 8.4 Draft Animal Control By-Law.
 - A discussion was had on this item. The Planning and Development Executive Committee has requested that a few changes be made to the draft by-law and than brought back to the Committee for final review.

9. **Information**
 None.

10. **Non-agenda Items**
 None.

11. **Adjourn / Next Meeting Date - 0930AM**
 Monday September 18th, 2017.

Executive Committee Chair

Secretary, Planning & Development Executive Committee

TOWN OF FORT FRANCESMINUTESSESSION NO. # 56September 18, 2017

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Civic Centre on September 18, 2017 from 12:03 p.m. to 12:34 p.m.

PRESENT: Councillor K. Perry, Chair; Mayor R. Avis, Councillor W. Brunetta, Councillor G.P. Ryan

ALSO PRESENT: D. Brown, CAO, L. Lindberg, Treasurer, D. Galusha, Deputy Treasurer, A. Petrin, Human Resources Manager (12:03 p.m. to 12:11 p.m.) and K. Lawson, Secretary

REGRETS:**1. Call to Order 12:03 p.m.****2. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.****3. Disclosure of pecuniary interest and the general nature thereof**

- 3.1 Councillor Wendy Brunetta disclosed an interest in non-agenda item 8.1 as the expense claim was hers. She did not participate in any discussion of the item.

4. Approval of Previous Committee Minutes

- 4.1 Session No. 55 dated September 5, 2017.

Ryan-Brunetta: Approved as presented.

CARRIED

5. In-Camera - No items identified.**6. Items Referred from Council**

- 6.1 Montreal Canadiens Alumni Sponsorship Request.
- the committee recommended, with input from the Community Services Executive Committee to receive only the request with no further action.
- 6.2 Voyageur Lions Club Magic Show Advertising and Ticket Packages.
- the committee recommended receiving only the request from the Voyageur Lions Club with no further action.
- 6.3 Riverside Foundation for Health Care Annual Gala Event.
- the committee recommended approval of a Bronze Sponsorship in the amount of \$600.00 for the Riverside Foundation for Health Care "Making Magic for District Health Care" Gala event taking place on October 14th, 2017.

7. New Business

- 7.1 Multi-Year Accessibility Plan.
- committee recommended approval of the Town's 2017 Accessibility Plan and Multi-Year Accessibility Plan.
- 7.2 357/358 Applications for Tax Adjustment re: 333 Third Street West (2017) and 335 Third Street West (2017).
- the committee recommended approval of the adjustment of 2017 taxes under *Section*

357/358 of the *Municipal Act* for property located at 333 Third Street West resulting from house demolition and 335 Third Street West resulting from house demolition.

- 7.3 357/358 Application for Tax Adjustment re: 602 Fourth Street West (2016).
- the committee recommended approval of the adjustment in 2016 taxes under *Section 357/358* of the *Municipal Act* for property known as 602 Fourth Street West resulting from house demolition/razed by fire.
- 7.4 Councillor Caul - AMO Conference Travel Expense.
- the committee recommended approval of the travel expense claim in the amended total amount of \$848.32 as submitted by Councillor June Caul for her attendance at the Association of Municipalities of Ontario (AMO) Conference held in Ottawa, August 12th to 17th, 2017.

8. Non-agenda Items

- 8.1 Councillor Wendy Brunetta Fort Frances Sports Hall of Fame Reimbursement.
- the committee recommended approval of the expense claim in the amount of \$70.00 as submitted by Councillor Wendy Brunetta for her attendance at the Fort Frances Sports Hall of Fame Second Induction Ceremonies.

9. Outstanding Items

- 9.1 Fort Frances Girls and Women's Hockey Association Sponsorship.
- the committee recommended to receive only the request for Sponsorship of the Fort Frances Girls Hockey Association 2017-2018 hockey season with no further action and further recommended purchase of a Bronze Business Card sized advertisement in the amount of \$175.00 for the October 19th, 2017 community event sponsored by the FFGWHA and FFMHA.

10. Information

- 10.1 Fort Frances Fire & Rescue Service - August 2017 Report. - received as information.

11. Adjourn 12:34 p.m. / Next Meeting Date - October 3rd, 2017

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #012September 6, 2017

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on September 6, 2017 from 8:00 a.m. to 8:46 a.m.

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

ALSO PRESENT: Mayor Roy Avis

1. Call to Order

1.1 The meeting was called to order at 8:02 a.m.

2. Disclosure of pecuniary interest and the general nature thereof

2.1 None

3. Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting of this Committee on August 9, 2017 - the minutes from the previous meeting were approved as circulated.

4. Non-agenda Items

4.1 None

5. Items Referred from Council

5.1 Request dated June 19, 2017 to rename Colonization Road within the Town of Fort Frances - the information presented on the impact to the Operations and Facilities Division was accepted as presented and passed forward to the Planning and Development Executive Committee.

6. New Business

6.1 July 2017 Drinking Water Systems Monthly Summary Report - the July Monthly Summary was accepted as presented.

6.2 Award of Tender 17-OF-11 - Purchase of New Wheeled Excavator - the recommendation to award the purchase to Nortrax Canada was approved.

7. Information

- 7.1 Sewer and Water Data for 2017 - updated August 31, 2017 - the administration report was reviewed and will be forwarded to Council as information only. No action required.
- 7.2 2017 Tonnage at the Landfill Site - updated August 31, 2017 - the tonnage spreadsheet was reviewed and will be forwarded to Council as information only. No action required.
- 7.3 Airport Statistics for July and August 2017 - the Airport Statistics were reviewed and will be forwarded to Council as information only. No action required,
- 7.4 Operations and Facilities Division - Public Works Area - Operations Statistics - May 2017 - the Public Works Operations Statistics for May 2017 were reviewed and will be forwarded to Council as information only. No action required.
- 7.5 Operations and Facilities Division - Public Works Area - Operations Statistics - June 2017 - the Public Works Operations Statistics for June 2017 were reviewed and will be forwarded to Council as information only. No action required.

8. Adjourn / Next Meeting Date

The meeting adjourned at 8:46 a.m.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCES
ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

MINUTES

June 5, 2017

The meeting of Economic Development Advisory Committee of the Town of Fort Frances was held in the Committee Room - Civic Centre on June 5, 2017 from 11:42 a.m. to 1:16 p.m.

PRESENT: G. Rogozinski, Chair, D. Fortes, R. Avis, C. Mallory, J. Gillon, K. McCaig, G. McBride, J. Cumming

ALSO PRESENT: G. Gillon, T. Drysdale, Consultant (RRFDC); L. Mose, MNDM; D. Brown, T. Dennis, K. Lawson

REGRETS: K. Perry, J. McTaggart

1. **Call to Order 11:42 a.m.**
2. **Non-agenda Committee items which because of urgency cannot be deferred to a subsequent meeting, identified to be considered later in the meeting. - None identified.**
3. **Disclosure of pecuniary interest and the general nature thereof - none declared.**
4. **Approval of Previous Advisory Committee Minutes**

4.1 April 3rd, 2017.

Fortes-Cumming: THAT the minutes from the April 3rd, 2017 meeting be approved as distributed.

CARRIED

4.2 May 1st, 2017 Report (No quorum available).
 - received as information by the Committee.

5. New Business

5.1 David Kircher - Verbal update - Mill Property Matter (Mr. Kircher was in attendance from 12:25 p.m. to 12:58 p.m.)

- Mr. Kircher provided additional input to his deputation to the Committee at the December 5th, 2016 regular meeting. He has a keen interest in the development of a trade school to provide relief of the trades shortage being experienced provincially and country-wide. He also suggested consideration might be given to other uses such as a micro-brewery or casino.

Mayor Avis advised the committee members that he has reached out to both Resolute Forest Products and a formerly interested party to determine what their intentions were respecting the mill properties. Members felt it might be appropriate to make a recommendation to Council to determine if it is feasible for the Town to purchase a portion of the mill. This item will be furthered at the next regular meeting of EDAC. Tannis also advised that B. Tookenay will be doing a verbal update on the new trade school being developed by 7 Generations.

5.2 Proposed Residential Development.

- T. Dennis, Chief Building Official/Municipal Planner for the Town was on hand to present his report dated May 9th, 2017 re: Residential Property Review and Future Development Planning. Mr. Tyson advised members that there were only two residential lots left to be sold in the Huffman/Williams Avenue property site. He provided members, through information found in the report, sites for consideration for future development. A discussion took place and the consensus of members was that the properties within the Eric Crescent site would be the most suitable for development. Members indicated that they would like to see various types of building development

such as multi-residential buildings within this site.

Cumming-Mallory THAT the Economic Development Advisory Committee receive the May 9th, 2017 report and verbal update from Mr. Tyson Dennis, Chief Building Official/Municipal Planner and further that the Committee recommends to Mayor and Council that the Town select Erin Crescent as the next residential development site in the Town of Fort Frances.

CARRIED

- 5.3 Implications of Ontario Raising Minimum Wage to \$15.00 Per Hour.
 - a discussion was had respecting the anticipated implications of the recent announcement by the Premier's Office. Members felt this was a serious issue which would place significant burdens on small business owners and consumers alike. K. Lawson will confirm with the Northwestern Ontario Municipal Association (NOMA) to determine if they are pursuing a formal response to the Premier's Office. If not, this item will be brought to the next EDAC meeting for a formal resolution requesting Council's support for sending a message to the provincial government indicating their objection to this announcement.

6. Non-agenda Items - None identified.

7. Adjourn 1:16 p.m. - Next Meeting Date July 10th, 2017