

TOWN OF FORT FRANCES

AGENDA - March 26, 2018

MEETING - Council Chambers , Civic Centre

Page

1. **COUNCIL MEETING**

(Session No. 083) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Prayer

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

1.4 Disclosure of pecuniary interest and the general nature thereof.

2. **Delegations/Deputations:**

2.1 357/358 Applications for Tax Adjustment re: 740 Sixth Street West 4 - 10
(2017 and 2018).

- approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2017 taxes under Section 357/358 of the *Municipal Act* for property located at 740 Sixth Street West resulting from building destroyed by fire.

3. **Consent Agenda:**

3.1 Items Referred from Committee of the Whole

3.2 Letter received March 13, 2018 from I. Laing, District 1A Senior 11
Games Committee re: Financial Support

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

3.3 Letter dated March 19, 2018 from T. Coish, Olde Shambles Road 12 - 17
resident re: Public Works Invoice

- will be referred to the Operations & Facilities Executive Committee for recommendation.

3.4 Letter dated March 20, 2018 from W. Allen and J. Cuthbertson, Co- 18 - 20
Chairman, Fort Frances Canadian Bass Championship re: Request Support

- will be referred to the Administration & Finance Executive Committee for recommendation with input from all other Executive Committees.

4. **Approval of Council Minutes: ***
 - 4.1 Session Nos. 081 and 082, dated March 12, 2018 and March 19, 2018.
5. **Approval of Committee of the Whole Minutes: ***
 - 5.1 Session Nos. 116, 117 and 118, dated March 12, 2018 and March 19, 2018.
6. **Resolutions from tonight's Committee meeting**
7. **By-Laws:**
 - 7.1 03/14-J - Being a by-law to amend Zoning By-law 03/14, as amended (560 Webster Avenue). 21
 - 7.2 03/14-K - Being a by-law to amend Zoning By-law 03/14, as amended (201 Minnie Avenue). 22
 - 7.3 14/18 - Being a by-law to authorize execution of a site plan control agreement as a condition of development with The Northwest Catholic District School Board. 23 - 40
 - 7.4 15/18 - Being a by-law to Regulate the Depositing and Removal of Snow and Ice from Privately Owned Property onto Town Owned or Town Maintained Sidewalks and Road Allowances. 41 - 43
 - 7.5 16/18 - Being a by-law to authorize the sale of certain municipal lands to Ryan Mason Contracting Ltd. (Lots 27 and 28 - Industrial Park). 44
8. **New Items - None.**
9. **Information Correspondence:**
 - 9.1 Association of Municipalities of Ontario Communications dated March 14th re: AMO Policy Update - Canada - Ontario Sign Infrastructure Program Agreement; March 15th re: AMO Policy Update - Guidance on Traditional Land Acknowledgment Statements; March 19th re: Speech from the Throne Delivered Today in the Legislature and 2018 AMO AGM and Annual Conference "In Conversation" - August 19th - 22nd, 2018 - Ottawa, Ontario. 45 - 54
 - 9.2 Correspondence from the Minister of Seniors Affairs to I. Simpson re: Ontario Age Friendly Community Recognition Award - File Number: 2018-037. 55 - 58
 - 9.3 The College of Physicians and Surgeons (CPSO) Council Award 2019 Call for Nominations. 59 - 60
 - 9.4 Resolution passed March 5, 2018 from the Town of Essex re: User Pay Childcare Services at AMO and FCM conferences. 61 - 62

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9.5 Resolution passed March 14, 2018 from the Township of South Stormont re: Landfill Approval - We Demand the Right.	63 - 65
9.6 Dissolution Order dated December 5th, 2018 from the Ministry of Government and Consumer Services re: Fort Frances Non-Profit Innovative Homes Inc.	66 - 67
10. <u>Minutes:</u>	
10.1 Planning & Development Executive Committee - March 5, 2018	68 - 69
10.2 Community Services Executive Committee - February 5, 2018	70 - 71
10.3 Administration & Finance Executive Committee - March 6, 2018	72 - 73
10.4 Operations & Facilities Executive Committee - March 7, 2018	74 - 75
10.5 Economic Development Advisory Committee - December 4, 2017 and January 8, 2018	76 - 79
11. <u>Non-agenda Items</u>	
12. <u>ADJOURNMENT</u>	
13. <u>* Previously distributed to Council</u>	
14. <u>** Items can be viewed by contacting the Clerk</u>	



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2018/43**

TO: Mayor Avis & Members of Council
FROM: Laurie Lindberg, Treasurer
DATE: March 22, 2018
SUBJECT: 357/358 Applications for Tax Adjustment
 Re: 740 Sixth Street W. (2017 & 2018) Roll# 5912-010-004-11901-00000

BACKGROUND

Attached is the 357/358 Applications for reconsideration of assessment and adjustment for 2017 & 2018 taxes for 740 Sixth Street W. resulting from the commercial building destroyed by fire, for the period of November 11, 2017 to December 31, 2017 and January 1, 2018 to December 31, 2018. The assessment class changed from Commercial occupied to vacant Industrial.

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

Section 357 (5) (b) of the *Municipal Act* states that the Municipality must notify the applicant(s) of the meeting by mail sent 14 days before the meeting. Notice of Hearing to consider this Section 357/358 applications for 2017 and 2018 were delivered to the applicant indicating notification that the public hearing is scheduled for Monday, March 26, 2018.

The 2018 Section 357/358 Application will not be considered at this time as MPAC noted that the property has had a PRAN (Post Roll Amendment Notice) issued prior to receiving the attached application for the 2018 tax year, therefore no change is required. The financial impact for the 2017 application is a reduction of \$1,185.89 being municipal taxes of \$879.41 and education of \$306.48.

Recommendation

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2017 taxes under Section 357/358 of the *Municipal Act* for property located at 740 Sixth Street W resulting from building destroyed by fire.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2017 taxes under Section 357/358 of the *Municipal Act* for property located at 740 Sixth Street W resulting from building destroyed by fire.

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

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



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

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

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

March 5, 2018

Jeff Morton
70798 Manitoba Ltd
71045 Manitoba Ltd
P.O. Box 543 ST Main
Winnipeg, MB
R3C 2P7

Dear Mr. Morton


Re: Hearing to Consider Section 357/358 Application - Roll # 5912-010-004-11901-0000

Please be advised that a public hearing has been scheduled for immediately following the Committee of the Whole Meeting of Council on Monday, March 26, 2018 in the Council Chambers located at the Civic Centre, 320 Portage Avenue, Fort Frances. The Committee of the Whole begins at 5:30 p.m.

The Council of the Town of Fort Frances will be conducting the hearing to consider Section 357/358 Applications, including the application with regard to property located at 740 Sixth Street W. in Fort Frances.

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

Sincerely,


Laurie A. Lindberg, CMO
Treasurer

Enc.

SECTION 357/358 APPLICATION

TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal

Taxation Year:

2017

Municipality: TOWN OF FORT FRANCES Roll Number: 59-12-010-004-119-01
 Property Address: 740 5TH ST W Applicant Name: 16798 MANITOBA LTD
 Owner Name: 16798 MANITOBA LTD Contact Number: 204-789-1710
 Mailing Address: 600 LOVELL ST FORT FRANCES Alternative Num: MTN JEFF MORTON
MINNESOTA RSC 27

Reason for Application: (Check one box only)

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

Details of Reason: RAZED BY FIRE TO BE REBUILT IN 2018

Effective from: 11/11/17 to 10/31/17 Applicant Signature: [Signature] Date: 02/02/2018
 (MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				ASSESSOR				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/>		Assessment Report		School Bld: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other		
		Enter Revisions Below		<input type="checkbox"/> No Change in Assessment		<input type="checkbox"/> S357 Required for Next Year		
RTC/RTQ	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>CTN</u>			<u>ALTC</u>					
Revised:				Reason for Change (Assessor Comments):				
Reason Original Assessment Revised:								
Assessor Name:				Signature:		Date:		

TREASURER'S REPORT ON TAX LIABILITY						
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days	Months	Tax Adjustment	Original Levy
<u>CT</u>	<u>-207,000</u>	<u>.04378504</u>	<u>51</u>		<u>-1266.41</u>	<u>9,063.50</u>
<u>TX</u>	<u>14,964</u>	<u>.03851439</u>	<u>51</u>		<u>80.52</u>	
Recommended: <input type="checkbox"/> No Adjustment <input checked="" type="checkbox"/> Adjustment <input type="checkbox"/> Cancellation <input type="checkbox"/> Refund					Total Amount <u>\$1,185.89</u>	
Comments:						
Treasury Position: <u>Treasurer</u> Signature: <u>[Signature]</u> Date: <u>03/05/18</u>						

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): 03/26/18

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

Reason:

Appeared for Applicant: _____ Appeared for Municipality: _____

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

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)	70798 MANITOBA LTD 71045 MANITOBA LTD
Roll number	5912-010-004-11901-0000
Property location	740 SIXTH ST W
Property description	PLAN 48M353 LOT 34 PCL 34-1 SEC 48M353
Municipality/Local taxing authority	FORT FRANCES TOWN
Application number	
Application reason	Demolition/Razed by Fire
Received date	February 05, 2018
Claim relief period	From: November 11, 2017 - To: December 31, 2017
Taxation year	2017

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR COM C T	211,000	207,000	207,000	207,000	207,000	207,000
Total	211,000	207,000	207,000	207,000	207,000	207,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR V L I X	14,419	16,600	14,964	15,510	16,055	16,600
Total	14,419	16,600	14,964	15,510	16,055	16,600

MPAC Remarks

MPAC has processed the property to vacant industrial land via a PRAN for the 2018 tax year due to the Nov 11/17 fire destroying the building.

MPAC Representative:
Date:

Mark Cawston
February 07, 2018

SECTION 357/358 APPLICATION

TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #

Taxation Year:

Municipality: TWENTY FIVE PARISH Roll Number: 54-12-DIC-004-119-01
 Property Address: 740 GLEN ST W Applicant Name: 7078 MANITOBA LTD
 Owner Name: 7078 MANITOBA LTD Contact Number: 304-789-1770
 Mailing Address: 600 WALL ST PO Box 343 Alternative Num: ATTN: JEFF MERTON
WINNIPEG, MB

Reason for Application: (Check one box only)

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

Details of Reason: RAZED BY FIRE TO BE REBUILT IN 2018

Effective from: 1/1/18 to 12/31/18 Applicant Signature: [Signature] Date: 02/02/2018
 (MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				ASSESSOR				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/>		Assessment Report		School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other		
		Enter Revisions Below		<input type="checkbox"/> No Change in Assessment		<input type="checkbox"/> S357 Required for Next Year		
RTC/RTQ	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>GEN</u>			<u>517,000</u>					
Revised:				Reason for Change (Assessor Comments):				
Reason Original Assessment Revised:								

Assessor Name: _____ Signature: _____ Date: 1/1/18

TREASURER'S REPORT ON TAXABILITY

RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy

Recommended: ☐ No Adjustment ☐ Adjustment ☐ Cancellation ☐ Refund Total Amount: 60.00

Comments:

Treasury Position: Treasurer Signature: [Signature] Date: 03/05/18

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION:

Hearing Date (MM/DD/YY): 1/1/18

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

Reason:

Appeared for Applicant: _____ Appeared for Municipality: _____

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

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)	70798 MANITOBA LTD 71045 MANITOBA LTD
Roll number	5912-010-004-11901-0000
Property location	740 SIXTH ST W
Property description	PLAN 48M353 LOT 34 PCL 34-1 SEC 48M353
Municipality/Local taxing authority	FORT FRANCES TOWN
Application number	
Application reason	Demolition/Razed by Fire
Received date	February 05, 2018
Claim relief period	From: January 01, 2018 - To: December 31, 2018
Taxation year	2018

No change in Assessment as a result of this Tax Application.

MPAC Remarks

Property has had a PRAN issued prior to receiving the tax application for the 2018 tax year, no change required due to tax app.

MPAC Representative:
Date:

Mark Cawston
February 07, 2018

2018 WRITE-OFFS/TAX ACCOUNT ADJUSTMENTS

Batch #	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	BIA	TOTAL
51 Days	2017	1.4.11901	-207,000	CT	0.0326533	0.0111317	-944.44					-321.97		-1,266.41
	2017	1.4.11901	14,964	IX	0.0311044	0.00741000	65.03					15.49		80.52
			-142,036				-879.41	0.00	0.00	0.00	0.00	-306.48	0.00	-1,185.89
357/358 Application														



DISTRICT 1A – FORT FRANCES
401 NELSON STREET
FORT FRANCES, ON P9A 3B5
Phone: 807 274-7656

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

March 12, 2018

Dear Mayor and Council:

The District 1A Senior Games for residents of the Kenora/Patricia and Rainy River districts will be held in Fort Frances this year on June 5 and 6. We anticipate attendance of approximately one hundred and twenty-five people to participate in the Games. Winners of the Games will be eligible to compete in the Ontario Senior Games which are being held in Mississauga in August of this year.

We would appreciate the Town's financial support in the amount of \$2.00 per participant to help to defray the expenses involved in mounting the Games.

Thanking you for your consideration,

Sincerely

A handwritten signature in black ink that reads 'Irene Laing'.

Irene Laing
District 1A Senior Games Committee

public works

March 19, 2018

Mayor and Council
Town of Fort Frances
320 Portage Avenue
Fort Frances, P9A3P9



Dear Sirs, Madam,

I am writing this letter in regards to the statement I received which I didn't think I should be billed.

On December 09, 2017, I called the public works as our sewer line froze. I spoke to Travis Rob. Mr. Wiedenhoff and Mr. Bruyere showed up and they were there for not even 5 minutes they didn't want to do anything as according to Mr. Wiedenhoff, it's in our property. I didn't think that being there for not even 5 minutes without lifting a finger costing me \$366.48.

Robert worked over the week end to thaw the line out until water started to flow a little bit. Monday morning (Dec. 11), I called the public works again and told Mr. Rob that we got the water going a little bit but we need help to thaw the rest of the line. We made an arrangement to meet the crew after lunch. Again, Jay Bruyere and Linda Carmody showed up.

Mr. Bruyere stood in front of the house and said they can't do it. I asked him if they can at least try. All he did is reluctantly opened the sewer line and told me that there is only a little bit of ice build up. Then, he insisted to let them inside my house to check the clean-out even though I told him that there is no clean out inside and everything is outside where I showed him many times. Him and Mrs. Carmody went into my house with their work boots, dragged wet dirt all the way to my

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public works

basement just to stare at the pipes. I didn't understand why he was so persuasive for me to let him in which according to Mr. Wiedenhoff, they are not allowed to go inside our property to do work by any means. Then he told me RUDELY that I should go to Belluz and rent a machine to thaw the line myself. Mrs. Carmody suggested that I should call my friends for help. Mr. Bruyere is so rude and ignorant towards me. As a matter of fact, they didn't even bring a steaming machine. Nothing got done again so I told him thanks for nothing. After they left, I called Mr. Rob and told him what happened and even told him how rude he was towards me and I don't think he should treat people that way. He said that he will talk to them when they get back.

After my conversation with Mr. Rob, I went to see Marc Caron to ask if there is something he can do to help me.. Marc made some phone calls to get the help I need but by the time Tom Veert's Crew came, it was already late and not much they can do. By Tuesday (Dec. 12), our water was also frozen because we can't use the water at all.

It is Tom Veert's crew came to unthawed the sewer and water line with Marc Caron's help.

When I got the bill in January, I went to the town hall and asked the front desk clerk who I should talk too to find out why I got a bill for the job that the public works crew didn't do? She told me to call Doug Herr. I called Mr. Herr left a message, no response. Called him twice left messages to call me and no response am actually still waiting if he will call me back. I assumed he will never call me back it's been over 2 months since.

I don't think I should pay for the job that they didn't do. I am attaching the statement that I got from the town and the invoice that I got from Tom Veert to proove that his crew were the ones that did the work not the public works employees.

public works

I still don't understand why Mr. Bruyere insisted for me to let them into my house, dragged their dirty work boots all the way to my basement when Mr. Wiedenhoff told us that they are not allowed to go inside peoples home.

The water line from my house at 1123 Scott Street is still frozen since February 12. I am just waiting for it to thaw on it's own to avoid dealing with Jay Bruyere. I'd rather wait than deal with rude and ignorant people like him. Which is really sad especially we are a tax payer.

I am requesting to please consider to remove the charges off as I didn't think that I should be paying for something that the public works crew didn't do.

Sincerely,



Tess Coish
1212 Olde Shambles Roade
Fort Frances, P9A3S7



Customer ID	COISH0005
INVOICE	IVC0000002476
Type	
Date	12/31/2017
Page	1

Bill to:

COISH, ROBERT & TERESITA
1212 OLDE SHAMBLES RD
FORT FRANCES ON P9A 3S7

[illegible]

STATEMENT



Town of Fort Frances
320 Portage Avenue
Fort Frances Ontario P9A 3P9
(807) 274-5323 Ext. 0000

Date:	06/03/2018
Account:	COISH0005

Amount Paid:	
--------------	--

COISH, ROBERT & TERESITA
1212 OLDE SHAMBLES RD
FORT FRANCES ON P9A 3S7

Payment Terms: Net 30
Finance Charge APR: 15.00%

Deposits Received: \$0.00

^Please return this portion with your payment^

Document No.	Date	Code	Description	Amount	Balance
	01/02/2018	BBF		\$396.88	\$396.88
ACCOUNTS NOT PAID PROMPTLY WILL RESULT IN COLLECTION ACTION				Amount Due:	\$396.88

Current	31 - 60 Days	61 - 90 Days	91 and Over
\$4.90	\$391.98	\$0.00	\$0.00



P.O. Box 417
FORT FRANCES, ONTARIO P9A 3M7
(807) 274-6898 Fax (807) 274-6070

INVOICE

120771
NO.
01/26/2018
DATE
1 of 1
PAGE

SOLD
TO

M L Caron
1602 Colonization Rd W
Fort Frances, Ontario P9A 2V1

SHIP
TO

M L Caron
1602 Colonization Rd W
Fort Frances, Ontario P9A 2V1

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	HST	PST	UNIT PRICE	AMOUNT
	1.25	hrs	Steaming for Tess's Kitchen				
	4.50	hrs	Dec 11	H		150.00	187.50
			Dec 12	H		150.00	675.00
			Subtotal:				862.50
			H - HST 13%				
			HST				112.13
Tom Veert Contracting Ltd HST: #10531 1856							
COMMENTS						TOTAL ▶	974.63
HST #R105311856							
SERVICE CHARGE OF 2% PER MONTH							

Fort Frances



Canadian
Bass Championship Inc.
P.O. Box 531
Fort Frances, ON
P9A 3M8

March 20, 2018

Mayor and Town Council

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

Re: Fort Frances Canadian Bass Championships and Teen Dance (July 18th - July 21st, 2018)

Dear Mayor and Councillors:

The FFCBC directors sincerely appreciate your significant contributions to facilitate the 2018 event. The Town of Fort Frances is a valued sponsor of the FFCBC since its creation in 1995.

We respectfully request the following support from the Town of Fort Frances:

- 1) Designate, in writing, the "Fort Frances Canadian Bass Championship Live Release Tournament" as a significant municipal festival & event.
- 2) Authorize use of the Memorial Sports Centre Stage, Tables, Chairs & Town picnic tables. FFCBC will arrange for pick-up and return.
- 3) Supply the FFCBC with the necessary documents to facilitate closing road to accommodate tent. Requesting road closure at the Sorting Gap Marina for the period of July 13th to July 23rd inclusive.

- 4) We submit a request to the Town of Fort Frances for the use of four barricades for the use at the Sorting Gap.
- 5) The FFCBC will be filling out a building permit application for the erection of the tent, we ask the town look at any charges associated.
- 6) Provide us, early in July, with list of Sorting Gap Marina slip lessees. We will contact the lessees with a formal request for the possible use of their slips during the tournament.
- 7) Waive launch fees for tournament competitors and volunteers from July 19th to 21st . We will provide the Sorting Gap Marina staff with a list of tournament anglers and names of volunteers (spotters, catch & release and photography boats) who plan to launch there.
- 8) Authorize the temporary installation of poles and flags on the concrete pylons and edges of the launch ramp, as in previous years.
- 9) Allow the tournament to attach pennants, signs and banners to street light poles, fencing and other creative places with the assurance that no damage will be done to the infrastructure and the material will be promptly removed after the event.
- 10) Provide the Director of Tournament Operations and the Director of Site & Facilities with a dock key.
- 11) Requesting assistance from the Town of Fort Frances with the setting up of the Tent on July 13th and the taking down of the Tent on July 23rd.

We look forward to discussing our request in greater detail at your convenience and invite any Town Councillor to any FFCBC board meeting.

Respectfully,

Wayne Allen, Co-Chairman

Jim Cuthbertson, Co-Chairman

2017 FFCBC Board of Directors

Wayne Allen	Co-Chair/Bar Operations
Wayne Allen	Teen Dance
Kathy Cuthbertson	Food Court
Jim Cuthbertson	Co-Chair/Site & Facilities
Greg Gustafson	Treasurer/Angler Registrations
Paul Jewiss	Anglers' Representative
Kevin Cawston	Fish Care
Eric Kaufman	Weigh Master
Jeanette Cawston	Volunteers Co-ordinator
Robin Reid	Director

THE CORPORATION OF TOWN OF FORT FRANCES
 (the "Municipality")
BY-LAW NO. *****

(Being a By-Law to amend Zoning By-Law #03/14, as amended – 560 Webster Avenue)

WHEREAS an application has been received from David and Angela Petsnick, to have the zoning designation changed at 560 Webster Avenue, Fort Frances, Ontario, PLAN SM127 LOT 1 PCL 1-1 SEC;SM 127, ("the site") to permit the proposed use of, Multi Residential Type 2, (R2) zoning designation.

AND WHEREAS the zoning designation at 560 Webster Avenue change from Institutional to Residential Type 2.

AND WHEREAS March 12, 2018 Council received a report from Tyson Dennis, Town Building official and Municipal Planner, to allow the application for a site-specific zoning change from Institutional to Residential Type 2 at the site, to be accepted and final approval of a zoning amendment By-Law be brought to Council for final reading.

NOW THEREFORE the Council of the Municipality **HEREBY ENACTS** as follows:

- 1 The site-specific Zoning By-Law Amendment changing the zoning designation from Institutional to Residential Type 2 for the purpose of multi residential zoning, to be an allowed use at 560 Webster Avenue Fort Frances, Ontario.
- 2 That this By-Law shall come into force and take effect upon the final passing thereof as provided in The Planning Act c. 13, R.S.O. 1990, as amended, and thereupon shall be effective from the date of its passing.

READ THREE TIMES AND FINALLY PASSED in open Council this 26th day of March 2018.

R. Avis, Mayor

E. Slomke,

THE CORPORATION OF TOWN OF FORT FRANCES
 (the "Municipality")
BY-LAW NO. *****

(Being a By-Law to amend Zoning By-Law #03/14, as amended – 201 Minnie Avenue)

WHEREAS an application has been received from David Beazley, to have the zoning designation changed at 201 Minnie Avenue, Fort Frances, Ontario, MCIRVINE PLAN SM129 LOTS 12; TO 14 PT LOT 11 PT LANE, ("the site") to permit the proposed use of, Multi Residential Type 2, (R2) zoning designation.

AND WHEREAS the zoning designation at 201 Minnie Avenue change from Tourist Commercial to Residential Type 2.

AND WHEREAS March 12, 2018 Council received a report from Tyson Dennis, Town Building official and Municipal Planner, to allow the application for a site-specific zoning change from Tourist Commercial to Residential Type 2 at the site, to be accepted and final approval of a zoning amendment By-Law be brought to Council for final reading.

NOW THEREFORE the Council of the Municipality **HEREBY ENACTS** as follows:

- 1 The site-specific Zoning By-Law Amendment changing the zoning designation from Tourist Commercial to Residential Type 2 for the purpose of multi residential zoning, to be an allowed use at 201 Minnie Avenue Fort Frances, Ontario.
- 2 That this By-Law shall come into force and take effect upon the final passing thereof as provided in The Planning Act c. 13, R.S.O. 1990, as amended, and thereupon shall be effective from the date of its passing.

READ THREE TIMES AND FINALLY PASSED in open Council this 26th day of March 2018.

R. Avis, Mayor

E. Slomke,

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a By-Law to authorize execution of a site plan control agreement as a condition of development with The Northwest Catholic District School Board. - *The Planning Act*, Section 41)

WHEREAS Section 41 of the Planning Act, R.S.O. 1990, delegates authority to local municipal councils for matters within their jurisdiction for Site Plan Control Approval and to enter into agreements thereunder;

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

AND WHEREAS Council of the Town of Fort Frances at its meeting held Monday March 12, 2018 approved the report from the Chief Building Official / Municipal Planner, as supported by the Planning & Development Executive Committee, to designate property located at 555 Flinders Avenue as a Site Plan Control Area and further that a Site Plan Agreement be approved;

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

1. That lands municipally known as 555 Flinders Avenue, Fort Frances (Range Riv Lot 39 to 40 Pt PCL 15590) is hereby designated a site plan control area and shall be regulated by this by-law and the requirements set out in Schedule 'A' attached hereto between The Northwest Catholic District School Board and the Corporation of the Town of Fort Frances.
2. This by-law shall come into force and take effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 9th day of April 2018.

R. Avis, MAYOR

E. Slomke, CLERK

SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2018.

B E T W E E N:

The Northwest Catholic District School Board
(the “Owner”)

- and -

The Corporation of the Town of Fort Frances
(the “Municipality”)

WHEREAS:

- A. The Owner has represented to the Municipality that the Owner is the registered and beneficial owner of the lands and premises (the “Lands”) legally described in **Schedule 1** hereto;
- B. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, a New Consolidated Elementary School (herein sometimes referred to as the “Development” or “Proposed Development”);
- C. By an application dated December 11, 2017, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- D. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- E. The Owner has submitted to the Municipality the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) in respect of such Proposed Development by the Owner of the Lands; and
- F. s. 41(10) of the Planning Act (as “Planning Act” is defined in paragraph 3 of this Agreement) (the “Planning Act”) permits the registration of this Agreement against the Lands.

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

The Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as 555 Flinders Avenue, more particularly described in **Schedule 1** attached hereto.

Schedules

- 2. The following Schedules are attached hereto and form part of this Agreement:
 - (a) **Schedule 1** being a description of the Lands affected by this Agreement;
 - (b) **Schedule 2** being a Solicitor’s Certificate of ownership of the Lands, which certificate shall be provided to the Municipality within 10 days of the request by the Municipality therefor;
 - (c) **Schedule 3** being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided;
 - (d) **Schedule 4** being a list of the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) as filed by the Owner with the Municipality as may be, with the approval of the Municipality, revised at any time and from time to time;
 - (e) **Schedule 5** being a schedule of letters of credit (which shall be in form and substance satisfactory to the Municipality) to be obtained and filed with the Municipality by the Owner on or before execution of this Agreement; and
 - (f) **Schedule 6** being a schedule for the release/reduction of letters of credit by the Municipality to the Owner.

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Definitions

3. In this Agreement:

- (a) "Agreement" means this Agreement and any Schedules referred to in it or attached to it, as may be amended from time to time. The recitals to, and the Schedules attached to this Agreement shall be considered integral parts of it.
- (b) "Construction Lien Act" means the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, including successor legislation.
- (c) "Municipal Act" means the Municipal Act, 2001, S.O. 2001, c.25, as amended, including successor legislation.
- (d) "Person" means an individual, association, partnership, syndicate, firm, organization, foundation, trust, estate, governmental authority, corporation, trustee, agent, or any other entity, and the heirs, administrators, executors, assigns and other legal representatives of any such person to whom the context may apply according to law.
- (e) "Planning Act" means the Planning Act, R.S.O. 1990, c. P.13, as amended, including successor legislation.
- (f) "Plans and Drawings" means the plans and drawings (and any accompanying materials) referred to in **Schedule 4** of this Agreement. The Parties acknowledge that, from time to time, the Plans and Drawings may, with the prior written acceptance of the Municipality, be revised, and if the Municipality provides its acceptance for any revision wherever there is, in this Agreement, any reference to Plans and Drawings, such reference shall be and be deemed to be to the Plans and Drawings so revised with the prior acceptance of the Municipality, and any and all obligations, responsibilities, and otherwise of the Owner to construct or otherwise under or pursuant to this Agreement shall be deemed to reference, apply, and have regard to (and the Owner shall follow and adhere to), the Plans and Drawings so revised.

The Owner shall, further:

- (i) obtain, from any and all authorities having jurisdiction, any and all approvals required for any proposed revision to Plans and Drawings or to any changes to design, construction, and otherwise as may be shown or contemplated therein and thereby; and
- (ii) when submitting and making application to the Municipality in respect of revisions to any and all Plans and Drawings, include with such application any and all approvals applicable or required to be obtained from any and all authorities having jurisdiction.
- (g) "Security" means any and all letters of credit, cash, and other security provided or to be provided the Municipality under or pursuant to the provisions of this Agreement in order to guarantee compliance with all conditions and things to be done or performed or caused to be done and performed by the Owner under or pursuant to this Agreement.
- (h) "Works" means any and all buildings, structures, works, services, facilities and matters and otherwise (and whether internal or external to the Lands) referred to or required by or under this Agreement.

Terms and Conditions - General

4. The Owner:

- (a) covenants and agrees to develop the Lands and do, construct, and build all Works, whether internal or external to the Lands in strict compliance with the Plans and Drawings;
- (b) covenants, warrants, and represents, that the Plans and Drawings submitted to the Municipality have been prepared in a good and workmanlike manner, are accurate in all respects and comply with the requirements of all authorities having jurisdiction;
- (c) acknowledges that the Owner's application is on the basis of a proposal for the Proposed Development, namely the construction, development, and completion, in accordance with the terms and conditions contained in this Agreement of a motor vehicle services station. The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the Plans and Drawings and no construction shall take place contrary to such Plans and Drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said Plans and Drawings shall comply with all relevant provisions of the building or zoning or other by-laws or laws of the Municipality, and all regulations or laws of any other authority having jurisdiction;

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- (d) covenants and agrees that no work shall be undertaken or performed on, or external to, the Lands except in accordance with the terms of this Agreement;
- (e) acknowledges and agrees that compliance with all applicable laws and regulations applicable, including, without limitation, the Ontario Building Code and the regulations thereunder, and all other applicable laws and requirements of all authorities having jurisdiction, is mandatory;
- (f) covenants and agrees not to convey a part or to further divide the Lands, except in pursuance of the Planning Act or any other similar legislation;
- (g) covenants and agrees that, unless otherwise determined by the Municipality in its sole and unfettered discretion, neither the Owner nor any entity under the authority of the Owner shall be entitled to the issuance of one or more permits to construct or otherwise proceed with any Works or otherwise contemplated under this Agreement until this Agreement has been fully executed and registered on title to the Lands;
- (h) covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities, or Works or any part thereof, such amounts as may be required under the provisions of the Construction Lien Act. The Owner shall indemnify and save completely harmless the Municipality from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed, by the Owner, its agents and assigns, and any entity acting under the authority of the Owner, and, on demand by the Municipality, the Owner shall take such steps as may be necessary to immediately discharge all liens registered upon or against the Lands, the Works, or otherwise;
- (i) covenants and agrees to retain a professional engineer (the "Engineer") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare such design of grading, site and external servicing plans, municipal service connection designs, storm water management, and other reports as may be required by the Municipality to be submitted to the Municipality.

The Engineer shall, prior to the reduction or release of any Security, be required to inspect and certify to the Municipality that all Works have been constructed in accordance with the Plans and Drawings. The certificate, or certificates, shall be in a format acceptable to the Municipality in its sole and unfettered discretion;

- (j) covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until:
 - (i) all Works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws and all other applicable law and requirements of all authorities having jurisdiction;
 - (ii) all water and sanitary sewer infrastructure has been properly tested, approved by all authorities having jurisdiction, and are operating in accordance with the conditions established by the Municipality; and
 - (iii) an occupancy permit has been issued.

To ensure compliance with this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality may draw upon any Security the Owner has provided to the Municipality if, in the opinion of the Chief Building Official of the Municipality, a building or part thereof is occupied contrary to the said provision.

In the event that a building or part thereof is occupied otherwise than in accordance with the provisions of this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with, and the Owner shall be stopped from opposing such application on the part of the Municipality;

- (k) that the Municipality shall be entitled, in its sole and unfettered discretion and at the sole cost and expense of the Owner, to retain the services of an independent qualified engineer to review all documentation submitted to the Municipality by the Owner and to conduct necessary inspections and otherwise of and in respect of the Works; and
- (l) that once all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement have been completed to the satisfaction of the Municipality, and in accordance with all Municipal specifications, the laws and requirements of all authorities having jurisdiction, and in a good and workmanlike manner, the Owner shall maintain such Works in accordance with the requirements of all authorities having jurisdiction until this Agreement is amended to provide otherwise or is otherwise released from title to

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the Lands. In the event that any of the internal Works are not being maintained in accordance with all applicable laws and requirements of all authorities having jurisdiction, or if the Owner is otherwise in default of this Agreement, the Municipality may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement.

5. The Municipality may, by its agents, officers, employees, assigns, contractors, subcontractors, and other representatives and other Persons howsoever engaged by it, from time to time enter in and on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any Works required to be provided, constructed, or installed by the Owner comply with this Agreement.
6. The Owner covenants and agrees as follows:
 - (a) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling any roads.
 - (b) Not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality unless such approach ramps and driveways are constructed and installed to the Municipality's specifications.
 - (c) To install curbing to the Municipality's specifications along the approach ramps between the property line and the street, and at all locations shown on the Plans and Drawings.
 - (d) To provide fire access route signs, to locate such number of fire hydrants and size of water mains as approved by the Municipality and to satisfy any and all requirements of the Municipality's Fire Chief or the Fire Chief's designate at the Owner's sole cost and expense.
 - (e) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services.
 - (f) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services.
 - (g) To pave with asphalt or concrete all parking, loading, and walkway areas on the Lands to the Municipality's requirements and specifications. No parking or loading zone shall be permitted on any of the Lands unless all areas for which parking and loading are permitted are paved. All handicapped parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality. All parking and loading areas shall be constructed and maintained to the Municipality's satisfaction.
 - (h) To design, install, and maintain, in accordance with the Plans and Drawings, light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.
 - (i) To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.
 - (j) Not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or park lands in the area, and that any such refuse, junk, debris, or other material will be removed from the Lands at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of 48 hours from the time of delivery of written notice to the Owner, the Municipality may enter the Lands and remove the said material and the Owner shall pay for all costs and expenses incurred by the Municipality and the Owner further agrees that the Municipality shall be entitled to charge same against, and take any such costs and expenses from, any Security.
 - (k) To design, prior to construction, a waste management system for the collection, storage, and disposal of waste and recyclable materials, to implement such system and to maintain same following occupancy of the Proposed Development to the satisfaction of the Municipality.
 - (l) To provide internal recycling and garbage areas sufficient to contain the required number of containers and materials.
 - (m) To convey to the Municipality any easements or land (if any) required by the Municipality for the construction, maintenance and improvement of watercourses, ditches, and land drainage works, sewage facilities, and other public utilities.
 - (n) To obtain written confirmation from the appropriate Persons that all utility requirements for the Lands (including but not limited to telephone, telecommunications, hydro-electric power, gas, and postal services), have been satisfactorily arranged and installed, that servicing for same will be provided without any expense, cost, or obligation on the part of the Municipality, and that all requisite documents and otherwise have been or will be provided to such Persons.

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- (o) To design, obtain approval in respect of, construct, install, and maintain, in accordance with all design and approval requirements of all authorities having jurisdiction and the Plans and Drawings, proper water, sewer, and drainage, systems and facilities, and to indemnify and save harmless the Municipality from actions, claims and suits whatsoever, which may arise out of the implementation or lack of maintenance thereof.
- (p) To implement and monitor on-site sediment and erosion control measures during construction of the Proposed Development, to the satisfaction of the Municipality and to allow the Municipality and its employees and agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices, and water and sewer management facilities.
- (q) To provide regular removal of snow from the site and that the parking spaces and landscaping areas will not be used for the stockpiling of snow.
- (r) To provide an environmental clearance certificate certified by a professional engineer or equivalent to the Municipality that all lands to be conveyed to the Municipality under this Agreement are environmentally suitable for their proposed use in accordance with any laws or guidelines from the Ministry of Environment or successor branch or agency (herein, "MOE").
- (s) to file with and provide to the Municipality, forthwith upon:
 - (i) completion of any buildings in or on the Lands, 2 complete hard copy sets of as built drawings for the buildings;
 - (ii) completion of any services, works, or facilities (including, without limitation, any utility infrastructure), 2 complete hard copy sets, and one complete electronic set, complete with UTM coordinates, of as built drawings for all such services, works, and facilities installed or constructed pursuant to and in accordance with this Agreement, and whether internal or external to the Lands; and
 - (iii) completion of the Proposed Development, 2 copies of survey and survey/real property reports prepared by and Ontario Land Surveyor complete with UTM coordinates;
- (t) To provide, during all hours of construction, competent on-site supervision of all Works required to be done on all public and private lands and building or other construction to be undertaken in or on the Lands.
- (u) To erect proper gates, signs, and protections surrounding or in respect of the Works and any construction on the Lands and to maintain same until final completion of construction.
- (v) That no antennae or associated equipment will be permitted on the roof and that all roof-top equipment shall be adequately screened from view to the satisfaction of the Municipality.
- (w) To ensure to get locates, and to verify the location of all existing and proposed utility infrastructure (including, without limitation, infrastructure relating to sewer, water, natural gas, hydro, cable, and other utilities), and whether such utility infrastructure is internal or external to the Lands, before commencing any digging or construction. The Owner shall be solely responsible for and pay all costs and expenses associated with any damage to any utility infrastructure and the relocation of any and all utilities as may be required. In the event of damage to any utility infrastructure by the Owner or its agents, assigns, employees, contractors, subcontractors, or other representatives or Persons howsoever engaged, or relocation of any utility infrastructure is, in the Municipality's sole discretion, required, the Municipality shall, in addition, without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to require the Owner to comply with the terms of this Agreement and draw on, and utilize, the Security as the Municipality deems fit to pay for any and all costs, expenses, and damage, and costs of relocation, from the proceeds so drawn.
- (x) To make all necessary arrangements and to be solely responsible for the costs and expenses of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the Works or otherwise required under this Agreement.
- (y) To comply with all provisions of the Municipality's noise by-law.
- (z) To provide the opportunity for ongoing and final site/Works inspection, monitoring, and testing (including, without limitation, prior to and during construction and material delivery, testing, or compaction) as required by the Municipality.

7. The Owner covenants and agrees to provide, arrange for, construct, install, and pay for all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement to the satisfaction of all authorities having jurisdiction, and in accordance with all municipal requirements and regulations, and in

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a good and workmanlike manner.

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

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

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

8. Notwithstanding any review (if any) or otherwise by the Municipality of the Plans and Drawings, and anything contained in this Agreement or otherwise, it is and shall throughout be and at all times remain the responsibility and liability of the Owner to ensure that all Plans and Drawings and any other documents provided by the Owner to the Municipality are accurate in all respects and comply with all provisions of the building or zoning or other by-laws of the Municipality and laws, regulations, and requirements of all authorities having jurisdiction, and the Municipality shall not, whether by or as a result of any review done by the Municipality of the Plans and Drawings, or any other action or non-action taken by the Municipality have any responsibility or liability to the Owner in respect thereof nor be deemed to have approved or confirmed that the Plans and Drawings are accurate in any respect or at all or comply with the provisions of the building or zoning or other by-laws of the Municipality or regulations, laws, or requirements of any other authority having jurisdiction.

The Owner is aware that, given the Municipality's staffing, budgeting, and other limitations, and considerations and the obligations of the Owner to ensure the provision of information and Plans and Drawings, which is complete and in compliance with the requirements of all authorities having jurisdiction, the Municipality may undertake a limited or cursory review of the Plans and Drawings, relying, as the Municipality does, on the Owner to ensure completeness and compliance.

Terms and Conditions - Other

9. The Owner acknowledges and confirms that, to the best of their knowledge and belief, there are no conditions known to them or any of them of or relating to the Lands (whether or not objected to by any authority with jurisdiction with respect to the same) which would adversely interfere with or derogate from, the uses to which Lands are presently put or the uses to which the Owner proposes to put the Lands, including, without limitation, the existence of any environmental hazard or other substance, material or contaminant of the soil or groundwater or any constituent element thereof causing or which would cause environmental contamination or concern.
10. (a) The Owner covenants and agrees to provide, arrange for, construct, install, and pay for the following Works external to the Lands, namely:
 - (i) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, facilities, and otherwise, dug up or damaged during or as a result of the construction or execution of the Proposed Development; and
 - (ii) any and all Works shown on or spoken to in the Plans and Drawings as being external to the Lands, including, without limitation:
 - (A) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands;
 - (B) concrete driveway approaches as shown on the Plans and Drawings; and
 - (C) hydro-electric power, gas, telephone, and other public utility requirements for the Proposed Development.
- (b) The Owner acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction, and installation of such Works and that the Proposed Development proposed hereunder could not be accommodated without the existence of such Works.
- (c) The Owner covenants and agrees to construct or install all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement to the satisfaction of the Municipality and any other authority having jurisdiction, and in accordance with all municipal specifications, and in a good and workmanlike manner. The Owner guarantees the workmanship

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and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred to as the "Guarantee and Maintenance Period") of one (1) year from the date of certification by the Municipality of completion thereof. The Owner covenants and agrees that it shall promptly and properly repair all defects in any and all such external Works to the complete satisfaction of the Municipality.

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

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

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

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

11. The Owner covenants and agrees that there will be no blasting conducted in or on the Lands by the Owner.

Financial Conditions, Security, and Insurance

12. The Owner covenants and agrees to:

- (a) pay to the Municipality, forthwith upon request by the Municipality, for any and all costs and expenses whatsoever of and incurred by the Municipality with regard to the application, the preparation of this Agreement, any other matter or thing relating to the Agreement, and the registration of this Agreement against title to the Lands, and including, without limitation, all legal/lawyers fees and disbursements, engineers/engineering fees and disbursements, planning/planners fees and disbursements, Municipal staff time, notice, application, advertising, postage, court, land titles, mileage, material, HST as applicable, and any other costs and charges in any way related to the application or this Agreement;
- (b) pay any outstanding taxes (including arrears, interest and penalties) and local improvement charges; and
- (c) pay to the Municipality the Municipality's building permit fee and any other fees and otherwise payable pursuant to the Municipality's User Fees By-law.

13. (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file and maintain with and for the benefit of the Municipality, on the execution of this Agreement, (a) letter(s) of credit (collectively, the "Letter of Credit") in the amount set out in **Schedule 5** attached hereto. The Letter of Credit shall be in a form satisfactory to and approved by the Municipality, and the Owner covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the said Letter of Credit become due or until such time as set out in **Schedule 6** attached hereto.
- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, or thing, the Municipality shall be entitled to (in addition and without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity), without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding work, matters, and things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.

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- (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the Letter of Credit to complete any Works, matter, or thing required to be done, observed, or performed by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything contained in this Agreement, in the event that the Municipality determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any Works, matter, or thing remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, the Municipality:
 - (i) shall not be obligated to reduce the Letter of Credit until such time as such Work, matter, or thing is satisfactorily completed or the Municipality has sufficient Letter of Credit to ensure that such work, matter, and thing will be completed; and
 - (ii) may request additional letters of credit for such additional amounts as the Municipality determines is necessary to fully secure the completion of any Works, matter, or thing to be or remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, and the Owner shall and does hereby agree to provide same within 30 days of demand by the Municipality therefor.
 - (d) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer of the Municipality cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Municipality as security to be utilized in a like manner as the letters of credit referred to above and otherwise as required or permitted by this Agreement, provided that no interest shall be payable on any such deposit.
 - (e) Notwithstanding anything contained in this Agreement, it is understood and agreed by the Parties that, except as may be otherwise permitted by the Chief Building Official of the Municipality in writing, the Owner shall not commence, undertake, engage in, or continue the Works nor any part of them without first having provided to the Municipality security satisfactory to the Municipality.
 - (f) The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any Letter of Credit until the new owner files with the Municipality a substitute Letter of Credit or such other Security as may be permitted in the required amounts.
14. The Owner shall provide or cause to be provided to the Municipality, on or prior to the execution of this Agreement:
- (a) a general comprehensive liability insurance policy in the amount of \$5,000,000.00 per occurrence in a form satisfactory to the Municipality, indemnifying the Municipality from any loss arising from claims or damages, injury or otherwise in connection with any and all Works, things, and matters done by or on behalf of the Owner. The policy shall include but not be limited to bodily injury, property damage, and contractual liability and contain a cross-liability clause and name the Municipality as additional insured. The policy shall be maintained in full force and effect from and after the execution of this Agreement until all Works external to the Lands have been assumed by the Municipality and in any event until the expiry of the Guarantee and Maintenance Period. The policy shall be endorsed to provide 30 days written notice of cancellation to the Municipality. The Owner shall, upon request therefor by the Municipality at any time and from time to time, promptly provide the Municipality with a certificate of insurance in accordance with the above and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement. In the event that any renewal premium is not paid, the Municipality, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within 30 days of the account therefor being rendered by the Municipality. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits. Further, the Owner shall ensure that any contractor and subcontractor engaged to complete the Works or any matters to be done by and/or on behalf of the Owner or otherwise shall maintain the same as or equal insurance as required to be provided and maintained by the Owner hereunder; and
 - (b) Professional Liability insurance in the amount of \$5,000,000.00 per claim in a form satisfactory to the Municipality. Such insurance shall provide coverage for all errors and omissions made by the Owner's Engineer and other professionals in the rendering of, or failure to render, professional services in connection with this Agreement, and remain in full force and effect for 12 months after completion of all things and matters to be done by or to be done by or on behalf of the Owner hereunder. Until the completion of all things and matters done by or to be done by or on behalf of the Owner, upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Owner shall promptly provide the Municipality with a certificate of insurance and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement.

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Administration

15. (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

***The Northwest Catholic District School Board
Brendan Hyatt
Director of Education
555 Flinders Avenue
Fort Frances, ON P9A 3L2
807-274-2931
bhyatt@tncdsb.on.ca***

or such other address of which the Owner has notified the Municipality in writing.

- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9
Attention: Clerk
Facsimile: 807.274.8479

or such other address of which the Municipality has notified the Owner in writing.

- (c) Any notice so given shall be deemed conclusively to have been given and received when so delivered personally or via facsimile, or on the third day following the sending thereof by mail. Any party hereto may change any particulars of its address for notice by notice to other party in the manner aforesaid.
16. The Owner hereby agrees that this Agreement, together with any schedules thereto, shall be registered upon title to the Lands at the sole cost and expense of the Owner. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to the application and this Agreement.
17. The Owner covenants and agrees, at its own expense, to obtain and register such documentation (collectively, the "Subordination and Postponement Documentation") from its mortgagees, lessees, and encumbrancers and other Persons interested therein or with respect thereto as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality in order to ensure that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee, lessees, and encumbrancers and other Persons interested therein their interest in the Lands. The Subordination and Postponement Documentation shall be registered on title to the lands immediately after the registration of this Agreement.
18. The Owner acknowledges that the Municipality, in addition to any other remedies it may have at law or equity, shall also be entitled to enforce this Agreement in accordance with s. 446 and any other applicable provisions of the Municipal Act.
19. Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices, or other policies or laws and regulations established by any other authority having jurisdiction.
20. If the Proposed Development governed by this Agreement is not commenced within 1 year from the date of the execution of this Agreement, the Municipality may, at its sole option and on 60 days notice to the Owner, declare this Agreement null and void and of no further force and effect. Under no circumstances shall the Municipality be obligated to refund any fees, levies, or other charges paid by the Owner pursuant to this Agreement.
21. (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall

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be, unless otherwise specifically stated, deemed to include the words “at the sole cost and expense of the Owner” including the payment of any applicable taxes (including, without limitation, HST).

- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted or consolidated from time to time and any successor legislation thereto.
 - (e) All obligations herein contained to be performed and observed on the part of the Owner shall, although not expressed to be covenants, be deemed to be covenants.
 - (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as “without limiting the generality of the foregoing” do not precede such list or reference.
 - (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
 - (h) Any rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.
 - (i) The Owner shall execute any further and other documents and do such further and other things as may be required or desirable to give effect to this Agreement.
22. Neither this Agreement nor any interest therein nor any rights under it shall be assigned or otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality.
 23. If the Owner is constituted by or of more than one Person, their obligations hereunder shall be joint and several.
 24. The Owner shall indemnify and save harmless the Municipality for and against all actions, causes of action, claims, suits, and demands whatsoever which may or do arise directly or indirectly by reason of, this Agreement, the construction and otherwise of the Proposed Development, or the Owner undertaking the Proposed Development.
 25. The Owner agrees to do such further and other things and sign any further documents necessary or desirable to give effect to this Agreement.
 26. The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect the Municipality’s right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights to enforce this Agreement in such manner as it deems fit.
 27. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
 28. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Party’s right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to any and all remedies arising from it, notwithstanding any provision in s.41 of the Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
 29. The Owner understands and agrees that this Agreement and any materials or information provided to the Municipality may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act* or as otherwise required by law.
 30. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
 31. This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatory to the same counterpart.
 32. This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

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

The Northwest Catholic District School Board

per _____
Name:
Title:

per _____
Name:
Title:

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: R. Avis,
Title: Mayor

per _____
Name: E. Slomke,
Title: Town Clerk

We have authority to bind the Municipality

Schedule 1

Legal Description of Lands

Range Riv LOT 39 to 40 Pt PCL 15590

Schedule 2

Solicitor’s Certificate of Ownership

TO: The Corporation of the Town of Fort Frances (the “Municipality”)

I, _____, a Solicitor of Ontario, do hereby certify that **The Northwest Catholic School Board** is the sole registered and beneficial owners in fee simple of the lands and premises legally described as 555 Flinders Avenue (Range Riv LOT 39 to 40 Pt PCL 15590).

I further certify that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following: None.

All easements, licenses, and or rights-of-way to be conveyed to the Municipality, if any, will be so conveyed with the consent of all charges and other encumbrancers.

This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it in entering into this Agreement.

DATED at _____, Ontario, this _____ day of _____, 2018.

Solicitor for the Owner

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Schedule 3

Schedule of Financial Obligations of the Owner

1. Any and all costs and expenses whatsoever incurred by the Municipality with regard to:
 - (a) Application for site plan;
 - (b) Preparation of this agreement;
 - (c) Registration of this Agreement on title and preparation of any and all land titles documentation in relation thereto, all such documentation to be provided to the Municipality for approval prior to registration thereof;
 - (d) All legal / lawyer fees and disbursements;
 - (e) Engineer / engineering fees and disbursements;
 - (f) Planning / planner fees and disbursements;
 - (g) Municipal staff time;
 - (h) All Land title fees and charges;
 - (i) Any other costs or charges in any way related to the application, the development, or this agreement; and
 - (j) HST and any other taxes applicable on or to any of the above.

Schedule 4

List of Plans and Drawings
(Appendix 'A')

A1-353177-R1 Rev. C November 2017, Removals for Construction
Figure 1 – Rev. A September 2018 Figure 1 Drainage Pre-Development Hatch
SWMP-1 – Rev. B September 2017 Drainage Post – Development Hatch
A1-353177-G1 – Rev. D February 2018 Site Servicing Plan Hatch
A1-3531771 – Plan and Profile Site Servicing
E001 – Revised March 7, 2018 Site Plan Electrical Services, Electrical Site Details and Legend
A1-353177-P1 Rev. D February 2018 Site Servicing
A1-353177-G2 Rev. D February 2018 Site Grading

**Changes or additional plans and drawings must be submitted to the Municipality for approval. Once approval is granted by the Municipality, the listing of Schedule 4 will be amended.

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Schedule 5

Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	5% of the project value** which has been determined to be \$13,000,000.00, namely 5% x \$13,000,000.00 = Letter of Credit required of \$650,000.00
--	--

** If project value changes, then Letter of Credit value will be amended accordingly.

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Schedule 6**Reduction or Release of Security****Application for Reduction of Securities**

1. Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:
 - (a) letter of application for reduction/release;
 - (b) the consultant's certificate confirming that services completed;
 - (c) as-constructed drawings;
 - (d) satisfactory evidence of no construction liens filed;
 - (e) workplace safety certificate;
 - (f) statutory declaration as to accounts;
 - (g) surveyor's certificate and real property report(s); and
 - (h) composite utility plan.

2. Upon receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule 7, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit by ninety percent (90%).

3. Upon the satisfactory completion of the Maintenance period noted in paragraph 13 of the Agreement, and the receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit to zero and thereupon release or return the Letter of Credit to the Owner or to the issuing financial institution.

4. The Municipality shall not be required under any circumstances to refund the Letter of Credit or any part of it utilized by the Municipality as a result of any failure on the part of the Owner to perform and observe, to the satisfaction of the Municipality, any or all obligations as set out in the Agreement on the part of the Owner to be observed and performed.

TOWN OF FORT FRANCES

BY-LAW NO. 12/18

(A By-Law to Regulate the Depositing and Removal of Snow and Ice from Privately Owned Property onto Town Owned or Town Maintained Sidewalks and Road Allowances)

WHEREAS the Municipal Act, 2001 S.O 2006, c .32, Sched. A, s. 8. as amended provides that a single-tier municipality may pass by-laws respecting the health, safety and well-being of the inhabitants of the municipality; and

AND WHEREAS the Municipal Act, 2001, as amended, provides that if a municipality has the authority under this or any other *Act* or under a by-law under this or any other *Act* direct or require a person to do a matter or thing, the municipality may also provide that , in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense, and may recover the costs by adding them to the tax roll and collecting them in the same manner as taxes;

AND WHEREAS it is expedient to replace By-Law 181 with this new by-law

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

1.0 Short Title

The short title for this by-law is the "The Snow Removal By-Law."

2.0 Definitions:

2.1 The following terms are defined for the purpose of this by-law:

"By-law Enforcement Officer" means an individual appointed by the Council of the Town pursuant to the Police Services Act, RSO, 1990, c. P. 15, as amended;

"Town" means The Corporation of the Town of Fort Frances;

"Council" means the municipal council of the Town;

"highway" includes a common and public highway, street, avenue, lane, bridge, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof, which is under the jurisdiction of the Town;

"ice" means the solid form of water, produced by freezing;

"owner" means a registered owner, occupant or tenant of a property, or a person who, for the time being or permanently, is managing or receiving the rent from a property, whether on his or her own account or on account of an agent or trustee of any other person, or any one of the aforesaid;

"person" means any individual, owner or operator of vehicle, corporation, partnership, company, association or party and the heirs, executors, administrators or other legal representative of such person to whom the context can apply according to the laws; shall include any group of persons

comprising a society or other organization and shall include the plural wherein the context requires;

“Police Officer” means an officer of Ontario Provincial Police;

“sidewalk” means that part of the highway meant for pedestrian use, typically indicated by some sort of concrete or paved walkway;

“snow” includes precipitation in the form of ice crystals and often agglomerated into snowflakes, formed directly from the freezing of the water vapour in the air.

3.0 General Prohibitions:

3.1 No person shall move, or cause to be moved, any snow or ice from privately-owned lands onto municipally owned lands; a boulevard, sidewalk or roadway.

3.2 No Owner of a property fronting a public sidewalk shall allow accumulation of snow, hail, water or ice on the sidewalk to remain after 10 o'clock the morning following the fall of snow, hail, ice or water.

3.3 Owners of a properties fronting near a street, sidewalk or thoroughfare shall prevent snow or ice accumulation from falling upon the street, sidewalk or thoroughfare from any roof, eve, awning, sign or other appurtenance.

3.4 No person shall remove, or cause to be removed, any snow or ice in a manner that would damage a sidewalk, curb or highway.

3.5 No person shall pile, redistribute or otherwise cause the accumulation of any snow or ice to obstruct traffic, the view of traffic, or obstruct in any way the movement of snow clearing equipment under the jurisdiction of the Operations and Facilities Division.

4.0 Exemption:

4.1 Any municipal and/or municipally contracted snow clearing, and snow removal operations are exempt from this by-law.

4.2 Upon written request; the Operations and Facilities Manager or designate may exempt or exempt with conditions any person/s from the requirements of this by-law.

5.0 Enforcement:

5.1 Enforcement of this By-law may commence upon a request from the Ontario Provincial Police, By-Law Enforcement Officer or from the Town of Fort Frances Operations and Facilities Manager or designate.

5.2 Enforcement of this By-law may commence upon receipt of a signed written complaint or upon receipt of an issue tracking complaint, from any resident who considers him/herself to be aggrieved by any condition not in compliance with this by-law.

5.3 A By-law Enforcement Officer, Police Officer or Operations and Facilities Manager or designate are responsible for the enforcement and provisions of the By-law and are authorized to enter on any land at any reasonable time for the purposes of carrying out an inspection to determine whether or not this by-law is being complied with.

5.4 Where an owner fails to comply with any provision of this by-law, an Order may be issued to the owner requiring compliance. The Order will give reasonable particulars of the reasons why and will indicate the time for compliance.

5.5 Where an Order has been issued and compliance has not been achieved within the required time period as set out in the Order, the Town may, through its employees or agents or persons acting on its behalf, carry out the Order at the Owners expense, and all expenses incurred may be added to the tax roll and collected from the Owner of the property in the same manner as municipal taxes.

6.0 Repeal

6.1 By-Law No. 181, as amended is hereby repealed

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

READ THREE TIMES and finally passed in open Council this 26th Day of March 2018.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a By-Law to authorize the sale of certain municipal lands to Ryan Mason Contracting Ltd.)

WHEREAS Council, on February 12, 2018, approved the sale of Lots 27 and 28 of Plan 48M-353 to Ryan Mason Contracting Ltd. as outlined in the report.

AND WHEREAS in accordance with by-law 23/95, the property was declared surplus to the needs of the municipality by notice as required on February 12, 2018.

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

1. That Lots 27 and 28 on Plan 48M-353 be and is hereby approved for sale to Ryan Mason Contracting Ltd. as set out in the form of Agreement of Purchase and Sale between Ryan Mason Contracting Ltd. and the Corporation of the Town of Fort Frances attached hereto as Schedule "A" forming part of this by-law.
2. That the Mayor and the Clerk are hereby authorized to sign any necessary and subsequent documents and affix the Corporate Seal thereto to effect the sale and transfer as herein set out.
3. This by-law shall come into force and take effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 26th day of March 2018.

R. Avis, Mayor

E. Slomke, Clerk

Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Wednesday, March 14, 2018 4:40 PM
To: Lisa Slomke
Subject: AMO Policy Update - Canada-Ontario Sign Infrastructure Program Agreement

March 14, 2018

Canada-Ontario Sign Infrastructure Program Agreement

Investing in Canada Infrastructure Program – Phase 2

The Bilateral Framework Agreement (IBA) was signed today. It outlines the terms and conditions for \$11.8 billion in federal funding over the next 10 years. Ontario's contribution is \$10 billion, which is in addition to other infrastructure funding programs such as OCIF.

The Canada Infrastructure Program has four (4) funding streams:

Public Transit	Green	Community, Culture and Recreation	Rural & Northern Community
<i>Federal</i> \$8.3 b	\$2.8b	\$407m	\$250m
<i>Provincial</i> 6.8 b	\$2.3b	\$335m	\$206m

Generally, the sharing ratios are 40-33-27% (federal, provincial and municipal) with some variation. Each funding stream is profiled over 10 years.

We understand that municipal governments will want to know more about federal eligibility requirements and we will provide more details on the IBA as soon as possible. We do know that the Agreement is framed on a project approvals process and outcomes reporting which is the case with Phase 1.

Since the Public Transit fund is based on a population and ridership formula, we understand that these municipal governments will receive information on the federal and provincial contributions shortly.

The Province's News Release [Backgrounder](#) contains information on expected outcomes when a project is completed. This will give you some immediate insight on type of projects as municipal governments start to contemplate how the funding might help.

Again, more details including when and how projects can be submitted will emerge over the coming weeks.

AMO Contact:

Monika Turner, Director of Policy, mturner@amo.on.ca, 416-971-9856 ext. 318.

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

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

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

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



Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Thursday, March 15, 2018 10:03 AM
To: Lisa Slomke
Subject: AMO Policy Update - Guidance on Traditional Land Acknowledgement Statements

March 15, 2018

GUIDANCE ON TRADITIONAL LAND ACKNOWLEDGEMENT STATEMENTS

This resource was developed by AMO's recently created Indigenous Relations Task Force.

Members have requested supports on creating a traditional land acknowledgement statement for their municipal government. The intention of this resource is therefore to provide guidance to interested municipal governments on how to draft a statement for their jurisdiction.

WHAT ARE TRADITIONAL LAND ACKNOWLEDGEMENT STATEMENTS?

Traditional land acknowledgement statements are increasingly being used in Canada by governments, schools, post-secondary institutions, non-governmental organizations, and other civil institutions as a practice of reconciliation aimed at recognizing the traditional or treaty territories of Indigenous peoples. The statements are typically made at the introduction of meetings, gatherings, events, or presentations. Some are featured on organization websites or event description pages. They are commonly modelled after Indigenous protocols.

While municipal governments should be mindful that inaccurately acknowledging entities and territories may have legal implications, land acknowledgement statements are best interpreted as a venue for recognizing what is known of past Indigenous usage and occupancy of a land. Interested municipalities are advised to create statements specific to their jurisdictions based on legally recognized treaty or traditional lands or to opt for a high-level general statement.

TIPS FOR CREATING YOUR MUNICIPALITY'S LAND ACKNOWLEDGEMENT PROTOCOL:

- Research the history of the land within and in proximity to your municipal boundaries, including treaties, active land claim litigation and Indigenous histories. This information will be useful in helping you craft a statement.
- Some of the history of specific areas may be complex and different sources could be contradictory. In these instances, it may be better to opt for a more general statement rather than trying to be specific.
- If your municipality has an Indigenous Relations or Reconciliation committee or if you have an Indigenous Advisory Council, you may find it useful to have this body help you create your municipal government's land acknowledgement statement.
- Municipal governments do not have to craft a land acknowledgement statement on their own. Engage and work with local First Nations, Métis, Indigenous organizations and community champions in your area. Advice from these groups may be useful in helping you develop a land acknowledgement protocol for your municipal government. Some may have also developed template acknowledgement statements for external use.
- Focus on your current neighbours and Indigenous residents with an eye towards acknowledging past usage and occupants. Remember that in some cases, First Nations communities may not be located on their traditional lands.
- Once your statement has been drafted, remember that it may be viewed as political. Some may critique the acknowledgement protocol your municipal government has created. While you may find it useful to consider their input and view the statement as a living document, do your best and remember that your municipality may not be able to make everyone happy.
- Some municipal governments with existing land acknowledgement protocols have implemented a trial period (e.g. 6 months) for their statement to allow Indigenous community members an opportunity to provide feedback.
- Determine which type of meetings and events you might wish to begin using your land acknowledgement statement to make sure it continues to be meaningful. You may also wish to consider whether you want to have a traditional land acknowledgement statement on your municipality's website.
- To avoid traditional land acknowledgement statements being used superficially and without an appreciation for their cultural meaning, some municipal governments have provided municipal elected representatives and staff with cultural awareness training before implementing the use of a statement.
- Some municipalities invite Indigenous Elders or leaders to participate in introduction protocols at civic celebrations or official events to bring greetings on behalf of the local Indigenous community. Sometimes this approach is used instead of a land acknowledgement statement.

EXAMPLES OF STATEMENTS USED IN ONTARIO:

City of Guelph – Used at the beginning of Council meetings, civic celebrations, official events

"As we gather, we are reminded that Guelph is situated on treaty land that is steeped in rich Indigenous history and home to many First Nations, Métis and Inuit people today. As a City, we have a responsibility for the stewardship of the land on which we live and work. Today we acknowledge the Mississaugas of the [New] Credit First Nation on whose traditional territory we are meeting."

For more information: [City of Guelph Territorial Acknowledgement](#).

Government of Ontario – High-level statement

"[Insert name of city/town] is located on the traditional territory of Indigenous peoples dating back countless generations. I want to show my respect for their contributions and recognize the role of treaty making in what is now Ontario. Hundreds of years after the first treaties were signed, they are still relevant today."

Carleton University (Ottawa) – Suggested scripts to be used before the start of university events

"We/I would like to acknowledge the Algonquin nation whose traditional and unceded territory we are gathered upon today." Or, "We/I would like to begin by acknowledging that the land on which we gather is the traditional and unceded territory of the Algonquin nation."

For more information: [Carleton University Territory Acknowledgement](#).

University of Toronto – Used in specific university ceremonies

"(We) wish to acknowledge this land on which the University of Toronto operates. For thousands of years it has been the traditional land of the Huron-Wendat, the Seneca, and most recently, the Mississaugas of the Credit River. Today, this meeting place is still the home to many Indigenous people from across Turtle Island and we are grateful to have the opportunity to work on this land."

For more information: [University of Toronto Statement of Acknowledgement of Traditional Land](#).

TOOLS AND RESOURCES:

Canada

- The Aboriginal and Treaty Rights Information System (contains interactive maps of treaties and claims as well as other relevant information, including Community Profiles, Agreements, and Court Cases): [Government of Canada Aboriginal and Treaty Rights Information System](#).
- The Consultation and Information Service: [Government of Canada Aboriginal and Treaty Rights Information System \(ATRIS\)](#).
- On reconciliation: [Government of Canada Reconciliation](#).

Ontario

- On Treaties in Ontario: [Government of Ontario Treaties](#).
- On the Province's approach to reconciliation: [The Journey Together: Ontario's Commitment to Reconciliation with Indigenous Peoples](#).

AMO Contact: Leslie Muñoz, Policy Advisor, lmunoz@amo.on.ca, 416.971.9856 ext. 367.

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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Monday, March 19, 2018 2:03 PM
To: Lisa Slomke
Subject: AMO Policy Update - Speech from the Throne Delivered Today in the Legislature

March 19, 2018

Speech from the Throne Delivered Today in the Legislature

Ontario Lieutenant Governor Elizabeth Dowdeswell delivered the Speech from the Throne laying out the government's future priorities.

Government priorities of importance to municipal governments are:

- Continuing to make significant capital investments across Ontario in public infrastructure – roads, bridges, transit systems, schools, and hospitals.
- Focusing on areas that are struggling to achieve economic growth by investing in workers and businesses and support for regional, rural, and remote economies.
- Reinforcing the importance of addressing climate change.
- Continuing its plan for 100,000 child care spaces.
- Maintaining commitment of 5,000 new beds in the next four years as part of a 10-year plan to create 30,000 new long-term care beds and, by 2022, LTC residents will have access to 15 million more hours of care from health care professions.

Other items of community interest include:

- Expanding home care to provide more services for seniors at home, and to provide financial relief for families who are caring for aging seniors.
- Making investments in mental health and addictions services.
- Ensuring more people without a drug and dental benefits plan will have access to more affordable prescription drugs and dental care.

AMO will be in the March 28th Budget lock-up. Watch that evening for our briefing and analysis.

AMO Contact: Monika Turner, AMO Director of Policy, mturner@amo.on.ca, (416) 971-9856 ext. 318.

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

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

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



Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Monday, March 19, 2018 3:05 AM
To: Lisa Slomke
Subject: Big Topics & Big Conversations at 2018 AMO Conference.
Attachments: MarchFlyer.pdf

2018 AMO AGM and Annual Conference
"in Conversation"
August 19 – 22, 2018 | Ottawa, ON

There are big topics that will impact municipal governments across Ontario. Pull up a chair and join AMO in conversation August 19-22, 2018 for big topics on the big and the small stage.

On the Main Stage:

- Join main stage speaker, Nik Nanos as he addresses what the polls are saying in regards to municipal election priorities.

Some of the topics you will engage on include:

- Trade tariff wars and trade agreements and the impacts at home
- Legalized recreational cannabis meets communities
- Funding infrastructure in a municipal asset management world
- Life in a post-OMB world
- The wonderful world of waste

And so much more, full program details will be posted at <http://www.amo.on.ca/Events/AMOCConference/Programming> as they come available.

In addition,

- AMO will be in conversation with Premier and Cabinet Ministers on what the municipal agenda means for the government and its agenda for municipal governments.
- Elections for the AMO President, Secretary-Treasurer and members of its six caucuses that form the AMO Board of Directors will take place over Monday and Tuesday. Nomination details will be posted on our website in the Spring.
- The Tuesday Evening Social will be held at the Canadian War Museum – Canada's national museum of military history. This evening is a chance for delegates to tour the museum, reflect on the exhibitions and network at one of the world's most respected museums for the study and understanding of armed conflict.

Don't delay, register today. Registration package attached of visit amo.on.ca for more details.

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

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



**Minister of
Seniors Affairs**

Office of the Minister

6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 314-9710
Fax: (416) 325-4787

**Ministre des Affaires
des personnes âgées**

Bureau du ministre

6^e étage
400, avenue University
Toronto ON M7A 2R9
Tél.: (416) 314-9710
Téléc.: (416) 325-4787



March 2018

Ian Simpson
Town of Fort Frances
440 Nelson Street
Fort Frances, ON P9A 1B2

Dear Sir/Madam:

**Re: Ontario Age Friendly Community Recognition Award
File Number: 2018-037**

I am delighted to inform you that the **Town of Fort Frances** has been selected to receive the 2018 Ontario Age-Friendly Community Recognition Award under Category 1. The Award has been established to celebrate the work of Ontario communities that are striving to become age-friendly and to showcase promising practices across the province.

It is my pleasure to invite you to the inaugural Age Friendly Community (AFC) Symposium on March 26, 2018. Leading experts and community representatives will present their work, and attendees will engage in a number of activities designed to support one another and spark new ideas. At this event, the Awards will also be presented, and your community will be one of the recipients.

Age-friendly communities are characterized by accessible and inclusive environments, both physical and social, that enable seniors to live independent, healthy and active, safe and socially connected lives. Communities selected for the Award demonstrate a strong commitment to key principles for creating age-friendly communities, including engagement with local seniors, collaboration with a diversity of community partners, and significant impact on the local community.

Formal recognition from Ontario enables your community to have access to streamlined eligibility for national recognition through the Pan-Canadian AFC Recognition Framework developed by the Public Health Agency of Canada (PHAC). PHAC's endorsement will also trigger the World Health Organization to invite your community to join its *Global Network of Age-Friendly Cities and Communities*.

As a recipient of this award, your community's initiative will also be showcased on the websites of both the provincial government: www.ontario.ca/seniors, and the Age-Friendly Communities Planning Outreach Initiative: www.agefriendlyontario.ca. We encourage you to connect with the AFC Outreach Initiative team and other communities engaged in age-friendly initiatives to share ideas and best practices.

The AFC symposium, the first of its kind in the province, will honour both urban and rural regions, including multicultural and Indigenous communities. We hope you'll join us.

To confirm your attendance, please register at: afc2018en.eventbrite.ca. I also ask that you contact Ellen Yachnin at (416) 326-4918 or ellen.yachnin@ontario.ca by Monday March 19, 2018, to notify us who will be attending to receive the award.

Your community may wish to consider hosting a local event to honour the efforts of individuals and organizations that have contributed to the success of the Town of Fort Frances. A celebratory event can also be an opportunity to raise awareness and build support among local citizens, businesses and organizations for your initiative.

Congratulations on your achievements, and thank you for your commitment to creating an age-friendly Ontario. Your efforts make Ontario a better place for seniors and help to strengthen our communities and our province.

Yours truly,

A handwritten signature in black ink, appearing to read 'Dipika'.

Dipika Damerla
Minister

cc. Sarah Campbell, MPP (Kenora-Rainy River)

**Minister of
Seniors Affairs**

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Mars 2018

Ian Simpson
La ville de Fort Frances
440 Nelson Street
Fort Frances, ON P9A 1B2

Monsieur/Madame,

Objet : Prix de reconnaissance des collectivités-amies des aînés
Numéro de dossier : 2018-037

J'ai le plaisir de vous informer que la **ville de Fort Frances** a été sélectionnée dans le cadre du Prix de reconnaissance des collectivités-amies des aînés en Ontario 2018 pour recevoir un prix de reconnaissance dans la catégorie 1. Le prix a été établi pour célébrer le travail des collectivités dans l'Ontario qui s'efforce de devenir des collectivités-amies des aînés et pour présenter des pratiques prometteuses dans toute la province.

Le Prix de reconnaissance des collectivités-amies des aînés en Ontario a été créé pour célébrer et applaudir les efforts des collectivités de l'Ontario qui visent à devenir des collectivités accueillantes pour les personnes âgées et à mettre en valeur des pratiques prometteuses dans l'ensemble de la province.

Les collectivités-amies des aînés se caractérisent par des milieux physiques et sociaux accessibles et inclusifs permettant aux aînés de mener une vie autonome, active et saine et de continuer à s'investir dans leur communauté. Les initiatives retenues pour le Prix de reconnaissance des collectivités-amies des aînés en Ontario font preuve d'un engagement ferme vis-à-vis des principes clés et des pratiques prometteuses sur lesquels reposent la création de collectivités-amies des aînés, dont relations étroites avec les personnes âgées de la région, collaboration avec divers partenaires communautaires, engagement communautaire, innovation et incidence importante sur la population locale.

Grâce à cette reconnaissance officielle de l'Ontario, votre collectivité pourra être admissible à une reconnaissance pancanadienne et au Réseau mondial de l'Organisation mondiale de la santé (OMS) des villes et des communautés amies des aînés. L'Agence de la santé publique du Canada (ASPC) a créé le cadre de reconnaissance pancanadien des collectivités-amies des aînés pour reconnaître à l'échelle nationale et internationale les collectivités canadiennes qui prennent part au processus de jalons *pancanadiens des collectivités-amies des aînés* (par l'intermédiaire de l'Organisation mondiale de la santé – OMS). La reconnaissance de l'ASPC incite l'OSM à inviter ces collectivités à se joindre au *Réseau mondial des villes et des communautés amies des aînés*.

J'ai le plaisir de vous inviter à participer à un colloque d'une journée sur le développement de collectivités-amies des aînés en Ontario. Lors de cet événement, le premier Prix de

reconnaissance des collectivités-amies des aînés en Ontario sera annoncé et votre collectivité recevra son prix.

Cet événement soulignera également les progrès réalisés par l'Ontario dans le développement de collectivités-amies des aînés en milieu urbain et rural, y compris les collectivités multiculturelles et autochtones. Pour confirmer votre présence, veuillez vous inscrire à l'adresse suivante : afc2018en.eventbrite.ca et contacter aussi Ellen Yachnin au 416 326-4918 ou à ellen.yachnin@ontario.ca d'ici le lundi 19 mars 2018 pour lui indiquer le nom de la personne de votre collectivité qui viendra recevoir le prix. Nous espérons que vous vous joindrez à nous.

En tant que lauréat de ce prix, l'initiative de votre collectivité sera également présentée sur les sites Web du gouvernement provincial (www.ontario.ca/seniors) et de l'initiative *Age-Friendly Communities Planning Outreach Initiative* (www.agefriendlyontario.ca). Cette dernière aide les collectivités que l'adoption des principes régissant la planification de collectivités-amies des aînés intéresse. Le [ministère des Affaires des personnes âgées](#) s'associe à l'Université de Waterloo, l'Université Queen, l'Université Huntington / Université Laurentienne, au *Ontario Interdisciplinary Council for Aging and Health* et au *Seniors Health Knowledge Network* pour administrer l'Initiative. Nous vous encourageons à communiquer avec l'équipe de l'Initiative et d'autres collectivités participant à des initiatives favorables aux personnes âgées pour échanger des idées et des pratiques exemplaires.

Votre collectivité pourrait envisager d'organiser un événement communautaire local pour souligner les efforts de particuliers et d'organismes ayant contribué au succès de la ville de Fort Frances. Une célébration peut également être l'occasion de sensibiliser les citoyens, les entreprises et les organismes locaux à votre initiative et d'obtenir leur appui.

Je vous félicite de vos réalisations et vous remercie de votre engagement à l'égard de la création en Ontario de collectivités-amies des aînés. Grâce à vos efforts, l'Ontario offre un meilleur environnement pour les aînés et nos collectivités et l'ensemble de la province en sont renforcés.

Je vous prie de croire, Monsieur, Madame, à mes sentiments les meilleurs.



Dipika Damerla
Ministre

c. c. Sarah Campbell, Député(e) provincial(e) (Kenora-Rainy River)

CPSO Council Award 2019

March 2018



Criteria and
Nomination Form

CALL FOR NOMINATIONS

Do you know an outstanding physician in your community?

The College of Physicians and Surgeons (CPSO) is now accepting nominations for the [2019 Council Award](#).

The Council Award honours outstanding Ontario physicians who have demonstrated excellence and embody society's vision of an "ideal physician".

The criteria for selecting a physician for the Council Award are outlined in the [award brochure](#).

Four awards are presented each year, one in each of the following categories: Academic Specialty, Community Specialty, Academic Family Practice and Community Family Practice.

If you know of a physician who meets the selection criteria, please nominate him or her for the Council Award. The deadline for receipt of nominations is **Monday, October 1, 2018 at 5:00 PM**.

For further information, please contact the Communications Department at 416-967-2600 or 1-800-268-7096 ext. 611 or cpsoaward@cpso.on.ca.



Past Award
Winners

Meet one of the 2018 Council Award winners: **Dr. Bill I. Wong**

In February, the College presented The Council Award to Dr. Bill Wong, a Mississauga physician who helped lead his hospital's efforts to respond



to patient requests for medical assistance in dying.

Dr. Wong is the Program Chief and Medical Director of the Department of Anesthesiology at Mississauga's Trillium Health Partners. He is also the hospital's Physician Lead for the Cardiac Surgery ICU.

Since arriving at the hospital in 2000, Dr. Wong has worn a number of hats that have placed him at the forefront of initiatives to increase clinical standardization and decrease medical error rates. He has been widely credited with elevating the standard of practice of medicine in the hospital as a result of these initiatives. However, it was his recent work in leading the hospital's development of policies and procedures for medical assistance in dying (MAID) that was the impetus for his nomination by his chief of staff, Dr. Dante Morra.

In coordinating the hospital's response to this new medical service, Dr. Wong has stood out as a skilled communicator who respectfully navigated the diverse perspectives of health-care professionals, patients and families to develop protocols that ensured patients have access to MAID and are supported by the hospital and the community.

The remaining 2018 awards will be presented at the May and September meetings of the CPSO Council.

The College of Physicians and Surgeons of Ontario is the licensing and regulatory body governing the practice of medicine in Ontario. The College is responsible for setting and maintaining standards, licensing physicians, investigating complaints about physicians on behalf of the public, and disciplining doctors found to have committed act(s) of professional misconduct.

For more information please visit the CPSO website.

FOLLOW US:



College of Physicians and Surgeons of Ontario, 80 College Street, Toronto, Ontario M5G 2E2 Canada

SafeUnsubscribe™@fortfrances.ca

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Sent by cpsoaward@cpso.on.ca in collaboration with



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March 12, 2018

To: Association of Municipalities of Ontario (AMO)
200 University Avenue, Suite 801
Toronto, Ontario M5H 3C6

Federation of Canadian Municipalities (FCM)
24 Clarence Street
Ottawa, Ontario K1N 5P3

And To: All Ontario Municipalities

Re: User Pay Childcare Services at AMO and FCM Conferences

Dear Sir/Madam,

At its regular council meeting of March 5, 2018, Essex Town Council discussed the issue of ensuring access to childcare services for elected and municipal officials when they attend with their families at AMO and FCM conferences.

As a result of the discussion the following resolution was passed by Essex Town Council at its March 5, 2018 regular meeting:

Moved by Councillor Bondy
Seconded by Councillor Voakes

(R18-03-096) That the Association of Municipalities of Ontario (AMO) and the Federation of Canadian Municipalities (FCM) be requested to offer user pay childcare services at conferences during conference hours;

And that this resolution be circulated to all Ontario municipalities.

Carried



On behalf of Essex Town Council we accordingly ask the Association of Municipalities of Ontario and the Federation of Canadian Municipalities to respectfully give consideration to this request. Should you have any questions or comments regarding this matter, please feel free to contact the undersigned.

Yours truly

A handwritten signature in black ink, appearing to read "Robert Auger", written in a cursive style.

Robert Auger, L.L.B.
Clerk, Legal and Legislative Services
Town of Essex
Email: rauger@essex.ca

RA/Im

Kathy Lawson

From: Loriann Harbers <loriann@southstormont.ca>
Sent: March-15-18 9:59 AM
To: kwynne.mpp.co@liberal.ola.org; cballard.mpp.co@liberal.ola.org; amopresident@amo.on.ca; pvanini@amo.on.ca; mturner@amo.on.ca
Cc: tedg@campbellstrategies.com; Debi LucasSwitzer; Ashley Sloan; Ross Gellately; Dave Smith; Donna Primeau; Jim Bancroft; Richard Waldroff; Tammy Hart
Subject: Landfill Approval We Demand the Right - South Stormont Resolution No. 062/2018
Attachments: Res. 062.2018 Landfill Approval - We Demand the Right.pdf

Good day,

On behalf of the Township of South Stormont, please see the attached resolution concerning the above noted.

Kind regards,

Loriann Harbers, CMO

Director of Corporate Services/Clerk



Come see for yourself!

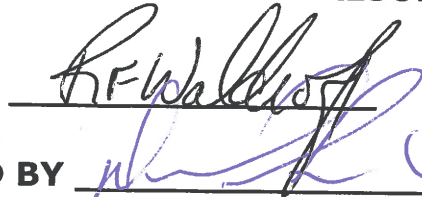
Township of South Stormont
 2 Mille Roches Rd., P.O. Box 84
 Long Sault, ON K0C 1P0
 Email: loriann@southstormont.ca
 Office: 613-534-8889 ext. 201
 Fax: 613-534-2280

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TOWNSHIP OF SOUTH STORMONT

RESOLUTION

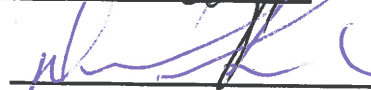
MOVED BY



RESOLUTION NO

062/2018

SECONDED BY



DATE March 14, 2018

Whereas municipal governments in Ontario do not have the right to approve landfill projects in their communities, but have authority for making decisions on all other types of development;

And whereas this outdated policy allows private landfill operators to consult with local residents and municipal Councils, but essentially ignores them;

And whereas proposed Ontario legislation (Bill 139) will grant municipalities additional authority and autonomy to make decisions for their communities;

And whereas municipalities already have exclusive rights for approving casinos and nuclear waste facilities within their communities and further that the province has recognized the value of municipal approval for power generation facilities;

And whereas the recent report from Ontario's Environmental Commissioner has found that Ontario has a garbage problem, particularly from Industrial, Commercial and Institutional (ICI) waste generated within the City of Toronto, where diversion rates are as low as 15% and unless significant efforts are made to increase recycling and diversion rates, a new home for this Toronto garbage will need to be found, as landfill space is filling up quickly;

And whereas municipalities across Ontario are quietly being identified and targeted as potential landfill sites for future Toronto garbage by private landfill operators;

And whereas other communities should not be forced to take Toronto waste, as landfills can contaminate local watersheds, air quality, dramatically increase heavy truck traffic on community roads and reduce the quality of life for local residents;

And whereas municipalities should be considered experts in waste management as they are responsible for this within their own communities and often have decades worth of in-house expertise in managing waste, recycling and diversion programs;

And whereas municipalities should have the exclusive right to approve or reject these projects and assess whether the potential economic benefits are of sufficient value to offset any negative impacts and environmental concerns;

Now therefore be it resolved that the Township of South Stormont calls upon the Government of Ontario and all political parties, to formally grant municipalities the authority to approve landfill projects in or adjacent to their communities prior to June, 2018; and that in the case of a two-tier municipality, the approval be required at both the upper tier and affected lower tier municipalities;

And further, that the Township of South Stormont encourage all other municipalities in Ontario to consider this motion calling for immediate provincial action.

☒ CARRIED

☐ DEFEATED

☐ DEFERRED


Chairperson

Recorded Vote:

Councillor Primeau

Councillor Smith

Councillor Waldroff

Deputy Mayor Hart

Mayor Bancroft

Insert Ontario Corporation Number
insérer le numéro de la personne morale en Ontario

Ministère des Services
gouvernementaux et des
Services aux consommateurs

ORDONNANCE DE DISSOLUTION

J'accepte l'abandon de la charte de la personne morale désignée dans la demande et je déclare ladite personne morale dissoute. Daté le

DECEMBER 15 DÉCEMBRE 2017

Barbara Ackitt
Director / Directrice

**Le ministre des Services
gouvernementaux et
des Services aux
consommateurs**

DSI/DSI

Form 9
Corporations
Act

Formule 9
Loi sur les
personnes
morales

1. Name of the applicant corporation/Dénomination sociale de la personne morale requérante :

[illegible]

2. Date of incorporation/amalgamation/Date de la constitution ou de la fusion :

1994	JUNE	16
(year/année	month/mois	day/jour)

3. The surrender of charter/termination of corporate existence has been duly authorized under clause 319 (1) (a) of the *Corporations Act*.

L'abandon de la charte ou la fin de l'existence de la personne morale a été dûment autorisé aux termes de l'alinéa 319 (1) (a) de la *Loi sur les personnes morales*.

4. The corporation/La personne morale :

(a) has no debts, obligations or liabilities;
n'a ni dettes, ni obligations, ni engagements;

~~-(b) has duly provided for or protected its debts, obligations or liabilities in accordance with subsection 319 (1) of the Corporations Act; -~~

a dûment pourvu à ses dettes, obligations ou engagements, ou les a protégés, conformément au paragraphe 319 (1) de la Loi sur les personnes morales ;

~~-(e) has obtained consent to its dissolution from its creditors or other persons having interests in its debts, obligations or liabilities.~~

a obtenu le consentement à sa dissolution de ses créanciers ou des autres personnes ayant des intérêts dans ses dettes, obligations ou engagements.

5. The corporation has parted with its property by distributing it rateably among its shareholders or members according to their rights and interests in the corporation.

La personne morale s'est départie de ses biens en les répartissant entre ses actionnaires ou ses membres au prorata de leurs droits et intérêts dans la personne morale.

6. The corporation has filed all notices and returns required under the *Corporations Information Act*.

La personne morale a déposé tous les avis et déclarations exigés par la Loi sur les renseignements exigés des personnes morales:

7. There are no proceedings pending in any court against the corporation.

Il n'y a contre la personne morale aucune instance judiciaire en cours


8. The corporation has complied with the requirements of the *Corporations Act* and the conditions contained in the letters patent or by-laws of the corporation precedent to the delivery of this application for the surrender of its charter/termination of corporate existence.
- La personne morale s'est conformée à toutes les exigences de la *Loi sur les personnes morales* et aux conditions contenues dans ses lettres patentes ou ses règlements administratifs préalablement à la remise de la présente requête en abandon de charte ou en vue de mettre fin à son existence.

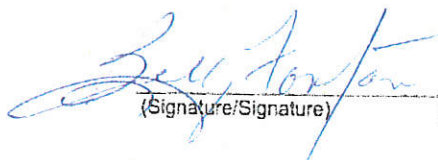
This application is executed in duplicate. / La présente requête est faite en double exemplaire.

Fort Frances Non-Profit Innovative Homes Inc.

(Name of corporation/Dénomination sociale de la personne morale)

By/Par:

 Secretary
(Signature/Signature) (Description of Office/Fonction)

 Treasurer
(Signature/Signature) (Description of Office/Fonction)

TOWN OF FORT FRANCESMINUTESSESSION NO. #40March 5, 2018

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on March 5, 2018 from 8:00 a.m. to 8:20 a.m.

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

ALSO PRESENT: T. Dennis, CBO/Planner, P. Briere, Secretary.

1. Call to Order

Session #40

2. Disclosure of pecuniary interest and the general nature thereof

None.

3. Approval of Previous Committee Minutes

- 3.1 Approval of February 20th, 2018 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

None.

6. Items Referred from Council

- 6.1 Town of Essex Request for Support (ie: Offering School Properties to Municipalities).
- The Planning & Development Executive Committee is recommending to support the resolution from Essex Town Council as presented.
- 6.2 Request Letter from Mr. G. Durbin - Use of an Existing Road Allowance for a Driveway.
- This Item is Referred to the next Meeting to allow Administration to gather the necessary information.

7. New Business

- 7.1 Northwest Catholic School Board Site Plan Control Agreement.
- The Planning & Development Executive Committee is recommending that Council approve the report as presented.
- 7.2 Zoning By-Law Amendment for 560 Webster Avenue.
- The Planning & Development Executive Committee is recommending to approve the report as presented.
- 7.3 Zoning By-Law Amendment for 201 Minnie Avenue.
- The Planning & Development Executive Committee is recommending that Council approve the report as presented. The Planning & Development Executive Committee is also requesting that Administration put a condition in the site plan control agreement that requires both buildings to be constructed at the same time.

8. Outstanding Items

None.

9. Information
None.

10. Non-agenda Items
None.

11. Adjourn / Next Meeting Date - 0820am
Monday March 19th, 2018.

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 057

February 5, 2018

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Fort Frances Museum on February 5, 2018 from 10:30 a.m. to 11:22 a.m.

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

ALSO PRESENT: Sherry George - Museum Curator

1 CALL TO ORDER (Session # 057)

The meeting was called to order by chair, Wendy Brunetta, at 10:33am.

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

Approved as circulated.

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

NIL

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - December 4, 2017 **-Approved as circulated.**

5 ITEMS REFERRED FROM COUNCIL

5.1 North Air Services Request - the committee recommended to Mayor & Council to increase the dial-a-ride fare for children from \$1.25 to \$1.50 and \$2.50 to \$2.75 for adults.

6 NEW BUSINESS

6.1 Access to Recreation Request - The Committee did not favor offering support for the request of complimentary membership.

6.2 Concussion Policy - Additional information will be sought from insurer before recommending a concussion policy.

6.3 Friends of the Museum Request to use Rainy Lake Square - the Committee recommended to:

1. Authorize use of the Rainy Lake Square for the SnOasis 6 Winter Carnival on Saturday, March 3rd.
2. Allow Friends of the Museum to close the back alley immediately behind the Rainy Lake Square until 2:30 p.m.

6.4 Request for international intern at Fort Frances Museum - the Committee recommended to allow the museum to offer an unpaid internship to foreign student, Daan Strating after successful clearance from the Government of Canada - Immigration and Citizenship and positive references.

7 NON-AGENDA ITEMS

NIL

8 INFORMATION

- 8.1 Homelessness Shelter Request - verbal update - it was noted that the group making the request has elected to operate as they are currently without requiring the use of municipal buildings as originally requested.
- 8.2 Next Meeting - Tuesday, February 20, 2018 - Fort Frances Children's Complex

9 CLOSING

W. Brunetta, Executive Committee Chair

J. Kabel, Manager of Community Services

TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 65

March 6, 2018

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Council Chambers, Civic Centre on March 6, 2018 from 12:01 p.m. to 12:17 p.m.

PRESENT: Councillor K. Perry, Chair (12:01 p.m. to 12:10 p.m. and 12:16 p.m. to 12:17 p.m.); Mayor R. Avis, Councillor W. Brunetta

ALSO PRESENT: L. Lindberg, Treasurer, D. Galusha, Deputy Treasurer, L. Slomke, Clerk and K. Lawson, Secretary

REGRETS: Councillor G.P. Ryan and D. Brown, CAO

- 1. **Call to Order 12:01 p.m.**
- 2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting. - None Identified**

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

- 3.1 Councillor W. Brunetta disclosed an interest in agenda item 7.2 as the RRDMA and NOMA meeting per diems were hers. She did not participate in any discussion when the matter was considered.
- 3.2 Councillor K. Perry disclosed an interest in agenda item 9.2 as the KDMA Annual General Meeting Per Diem Claim was his. He turned the chair over to Councillor W. Brunetta and did not participate in any discussion when the matter was considered.

4. **Approval of Previous Committee Minutes**

- 4.1 Session No. 64 dated February 20, 2018.

Brunetta-Avis: Approved as presented.

CARRIED

5. **In-Camera - None Identified**

6. **Items Referred from Council**

- 6.1 Town of Essex Resolution - Offering School Property to Municipalities.
- Committee recommended that Council support the resolution as passed by the Town of Essex that when school boards make a decision to close school(s), that they must then offer the property to the nearest municipality for \$1 (one) dollar.

7. **New Business**

- 7.1 Appeal Minutes of Settlement re: 1210 Olde Shambles Road (2017) Roll # 5912-010-005-02407-0000.
- Committee recommended that the Minutes of Settlement for the 2017 taxation year for the property located at 1210 Olde Shambles Road be processed.
- 7.2 Councillor Wendy Brunetta RRDMA & NOMA Meeting Per Diem.
- Committee recommended approval of the per diem claims in the total amount of \$320.00 as submitted by Councillor Wendy Brunetta for her attendance at the RRDMA Annual Meeting held on January 13, 2018 in Fort Frances and the NOMA Executive Meeting held on February 14, 2018 in Thunder Bay.

8. Non-agenda Items - None Identified

9. Outstanding Items

- 9.1 Fort Frances and District Recruitment & Retention Committee Request.
- Committee recommended receiving the request only with no further action being taken.

- 9.2 Councillor Ken Perry - KDMA Annual General Meeting Per Diem Claim.
- Committee recommended deferring this item to a future meeting.

10. Information

- 10.1 Town of Fort Frances General Fund (Operating) Summary for the Two Months Ending February 28, 2018.
- received as information.

11. Adjourn 12:17 p.m. / Next Meeting Date - March 20th, 2018

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #003March 7, 2018

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on March 7, 2018 from 8:35 a.m. to 10:21 a.m.

PRESENT: Ken Perry, Vice Chairperson, 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 8:35 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 on February 21, 2018 - the minutes were approved as circulated.

4. Non-agenda Items

4.1 Pothole Patching Machine - Bring to Budget Meeting

5. New Business

5.1 Renewal of Bearskin Annual Lease - the administration report was accepted as presented.

5.2 2017 Drinking Water System Annual Report - Schedule 22 - the administration report was accepted as presented.

5.3 Award of RFQ 18-OF-01 - Maintenance Services - the administration report was accepted as presented.

6. Outstanding Items

6.1 Sewer and Water Installation Costs - direction required.

7. Information

- 7.1 Sewer and Water Data for 2018 - updated March 1, 2018 - the administration report was reviewed and will be forwarded to Council as information only. No action required.
- 7.2 Changes to the Amended Blue Box Program Plan and Timeline for Implementation - the administration report was reviewed and will be forwarded to Council as information only. No action required.
- 7.3 Aircraft Statistics 2018 - as of March 5, 2018 - the administration report was reviewed and will be forwarded to Council as information only. No action required.

8. Adjourn / Next Meeting Date

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCES
ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

MINUTES

December 4th, 2017

The meeting of Economic Development Advisory Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on December 4th, 2017 from 11:45 a.m. to 12:40 p.m.

PRESENT: G. Rogozinski, Chair; G. McBride, C. Mallory, J. Cumming, J. Gillon, K. Perry, J. McTaggart

ALSO PRESENT: G. Gillon, RRFDC, T. Drysdale, Economic Development Consultant, L. Mose, MNDM and K. Lawson, Secretary

REGRETS: D. Fortes, R. Avis, D. Brown

1. Call to Order - 11:45 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.

2.1 Committee meeting quorum.

2.2 Physician Recruitment.

3. Disclosure of pecuniary interest and the general nature thereof - None identified

4. Approval of Previous Advisory Committee Minutes

4.1 October 2nd, 2017 Meeting Minutes and November 6th, 2017 (no quorum) Informational Report.

Perry-J. Gillon: THAT the minutes from the October 2nd, 2017 regular meeting and the Informational Report from the November 6th, 2017 gathering (where no quorum existed) be approved as distributed.

CARRIED

5. New Business

5.1 L. Mose (MNDM) - NOHFC Update.
 - A Northern Ontario Heritage Fund (NOHFC) presentation dated December 4th, 2017 was distributed which provided an update on six different programs currently available through NOHFC. L. Mose provided a verbal overview.

6. Standing Items

6.1 Industrial Park Sales Guide and Prices.
 - The report dated November 30, 2017 from T. Drysdale, Economic Development Consultant re: Industrial Park Sales Policy was reviewed and approved as amended. Committee members agreed that this document should be reviewed on a yearly basis. The amended report will be presented to Council in January, 2018.

6.2 Residential Revitalization Grant Program. T. Dennis, CBO/Municipal Planner was in attendance for this meeting. He presented a report dated November 22, 2017 re: Examining the Residential Building Grant Application Process. A discussion was had about marketing for this program. A portion of the report respecting the requirement for property sewer and water services was further discussed. As a result of these discussions, members requested a resolution be forwarded to Council through Operations and Facilities Executive Committee recommending that consideration be given to

establishing equitable rates for sewer and water infrastructure installation for existing and new residential property development. This program will be reviewed on a yearly basis. Members also requested information on numbers of under-demolished or infill properties within the Town's limits. Tannis and Tyson will bring this information in a housing report to an upcoming meeting

McTaggart-Mallory: THAT the Economic Development Advisory Committee recommends to Mayor and Council that the Town review the existing methods by which sewer and water infrastructure installation costs are established in order to provide an equitable costing for all residential property development.

CARRIED

7. Non-agenda Items

- 7.1 J. McTaggart brought the matter of meeting attendance up for discussion. It has been difficult to establish quorum for several meetings this past year, and the hope is that while recognizing everyone has busy schedules that all members be mindful of the meeting dates and try to make every effort to attend.
- 7.2 Tannis will ask Todd Hamilton, Physician Recruiter - Riverside Health Care Facilities to attend a future meeting of EDAC to provide an update on physician recruitment.

8. Adjourn 12:40 p.m. / Next Meeting Date - January 8, 2018

TOWN OF FORT FRANCES
ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

MINUTES

January 8, 2018

The meeting of Economic Development Advisory Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on January 8, 2018 from 11:45 a.m. to 1:07 p.m.

PRESENT: G. Rogozinski, Chair; R. Avis, K. Perry, M. Caron, J. Cumming, K. McCaig, J. McTaggart

ALSO PRESENT: D. Brown, CAO, G. Gillon, RRFDC, T. Drysdale, Economic Development Consultant, RRFDC and K. Lawson, Secretary

REGRETS: L. Mose, MNDM, J. Gillon

1. Call to Order - 11:45 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.

2.1 J. McTaggart re: Lack of Christmas lights at the Market Square over the holiday season.

2.2 T. Drysdale - Update re: Grand Opening - Market Square.

3. Disclosure of pecuniary interest and the general nature thereof

4. Approval of Previous Advisory Committee Minutes

4.1 December 4th, 2017 Meeting Minutes.

McTaggart-Cumming: THAT the minutes from the December 4, 2017 regular meeting be approved as distributed.

CARRIED

5. Deputation/Delegations

5.1 Todd Hamilton, Physician Recruiter, Riverside Health Care Facilities re: Physician Recruitment in Rainy River District.

- Mr. Hamilton was in attendance (11:45 a.m. to 1:07 p.m.) to provide information and answer questions respecting Physician Recruitment and Retention. He provided a general overview of the status of recruitment efforts of surgeons, Family Physicians and GP Anesthetists. He identified a need for GP Anesthetists, currently being filled by locums and Riverside's recruiting efforts. When asked what the biggest deterrent for locums or full time physicians was in coming to Fort Frances, he stated that travel times and distances were the biggest obstacles, including the absence of weekend flights in or out of Fort Frances. The issue of a full days travel to get in and out from Southern Ontario was discussed. He gave an overview of how Health Force Ontario (HFO) pays travel stipends and how the recruitment committee has to match the stipends individually. He identified that funding requests have been sent to all local municipalities and larger local corporations in the district.

6. New Business

6.1 Activity Report - Tannis provided an overview on the Rainy River Future Development Activity Report for the period June to December 2017.

7. Non-agenda Items

- 7.1 Christmas Lights at the Rainy Lake Square. Mr. McTaggart expressed concerns that not having the Market Square decorated over the holiday season was a missed opportunity. It was identified that because the completion date went so late into the year, that no planning was able to be done and that Tannis would be meeting with the BIA to discuss their ideas for usage of the facility and other matters.
- 7.2 Grand Opening - Rainy Lake Square. - Tannis advised that the date for the Grand Opening has been set for May 17th with opening ceremonies at Noon. More details will be provided as they are confirmed and Tannis is hoping that all members will be in attendance.

8. Adjourn / Next Meeting Date - February 5th, 2018