

TOWN OF FORT FRANCES

AGENDA - May 28, 2018

MEETING - Council Chambers , Civic Centre

Page

1. COUNCIL MEETING

(Session No. 087) 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 Fort Frances Public Library Technology Centre - 2017 Annual Report 4 - 27
C. Goulding, CEO and A. Hallikas, Board Chair

2.2 Public Meeting re: 357/358 Applications for Tax Adjustment re: 605 28 - 32
McIrvine Road (2017).

- 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 605 McIrvine Road resulting from change of property use from taxable to exempt in accordance with Section 3(1)3i of the *Assessment Act* from November 12 - December 31, 2017.

2.3 Public Meeting re: 357/358 Applications for Tax Adjustment re: 1008 33 - 37
Walker Avenue (2017).

- 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 1008 Walker Avenue resulting from change of property use from taxable to exempt in accordance with Section 3(1)11 of the *Assessment Act* from December 1 - 31, 2017.

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Letter dated May 10, 2018 from T. Enge, Treasurer FFMHA re: 38
Request forgiveness

- will be referred to the Administration & Finance Executive

	Page
Committee for recommendation.	
3.3 E-mail dated May 10, 2018 from L. Bell, 1st Vice President, Br#29 Ladies Auxiliary re: Donation Request - will be referred to the Administration & Finance Executive Committee for recommendation with input from Community Services Executive Committee.	39
3.4 Letter dated April 24, 2018 from J. W. Tiernay, Executive Director, Ontario Good Roads Association re: Preferred Autonomous Vehicles Test Corridor - will be referred to the Operations & Facilities Executive Committee for recommendation.	40
4. <u>Approval of Council Minutes: *</u>	
4.1 Session No. 086 dated May 14, 2018	
5. <u>Approval of Committee of the Whole Minutes: *</u>	
5.1 Session Nos. 126 and 127 dated May 14, 2018	
6. <u>Resolutions from tonight's Committee meeting</u>	
7. <u>By-Laws:</u>	
7.1 54/17-B A by-law to amend certain fees in 2018.	41
7.2 23/18-A A by-law to revise by-law 23/18 to establish a percentage by which tax decreases are limited in 2018 to properties in the Commercial, Industrial and Multi-Residential property classes.	42 - 43
7.3 30/18 A by-law to approve a General Service Agreement with Commercial Credit Adjusters Ltd.	44 - 49
7.4 31/18 A by-law to approve an agreement with Miller Environmental Corporation to host Household Hazardous Waste Events in Fort Frances.	50 - 57
7.5 32/18 A by-law to authorize the execution of an agreement with Makkinga Contracting & Equipment Rentals for Mill Road Overpass Rehabilitation and 2018 Road Reconstruction awarded through the public tender process.	58 - 70
7.6 33/18 A by-law to authorize the sale of certain municipal lands to 1995031 Ontario Ltd. (Front & Minnie)	71 - 80
7.7 34/18 A by-law to authorize entering into an agreement with Infrastructure Ontario with respect to the purchase of certain lands (Victoria Avenue).	81 - 122

	Page
8. <u>Information Correspondence:</u>	
8.1 AMO Communications	123 -
- AMO Policy Update - Important Changes for Fire and Police - What You Need to Know	126
8.2 E-mail from NOMA re: Update on Inter-Community Bus Service for Northwestern Ontario	127 - 128
8.3 Letter from Town of Oakville re: CN Intermodal Update	129 - 131
9. <u>Minutes:</u>	
9.1 Administration and Finance Executive Committee dated May 8, 2018.	132 - 134
9.2 Economic Development Advisory Committee dated April 9, 2018.	135 - 137
9.3 Community Services Executive Committee dated April 16, 2018	138 - 141
10. <u>Non-agenda Items</u>	
11. <u>ADJOURNMENT</u>	
12. <u>* Previously distributed to Council</u>	
13. <u>** Items can be viewed by contacting the Clerk</u>	

2017

AGENDA ITEM #2.1



ANNUAL REPORT



FORT
FRANCES
PUBLIC LIBRARY
TECHNOLOGY CENTRE



One of the perquisites of being the Board Chair is the opportunity to speak publicly about our wonderful Library and all of the amazing people who work so hard to make it a focal point of our community.

This past year was another banner year. We continue to expand the services and programs we offer. By now most in our community know that we offer much more than “just books”. We are seeing a rise in the use of our “in-house” equipment and services, whether it be programming, technology, or materials. Many residents drop in to just visit while others take advantage of recreational opportunities; borrowing seeds, walking poles, fishing rods, tackle and of course the latest book or DVD. We are the Living Room of our community.

We have built a reputation for being an innovative, inclusive, progressive, safe, and welcoming space for all. In the past year we have received two provincial awards for innovation. We continue to be a known and respected ambassador of Fort Frances and the surrounding areas, province wide.

To ensure our award-winning Library remains a dynamic and relevant community centre takes many people and hard work. We are fortunate to have a first-rate staff of knowledgeable, enthusiastic, and friendly employees led by our progressive and energetic CEO, Caroline Goulding. The Library is overseen by a board composed of very far-seeing, hard-working, dedicated, and community-minded members, who

willingly put in countless hours. Still, all these people are not sufficient to attain and maintain excellence. We are blessed with a well-developed network of volunteers, led by our Friends of the Library. These selfless individuals pick up much of the load in tight economic times and help us to be the best that we can be. Employees, Board, and Volunteers work seamlessly together to make us a cornerstone of the Community. I thank them all from the bottom of my heart.

I also wish to recognize and thank the Town of Fort Frances for their continuing and generous support, not just financially but in many other ways such as in-kind services and the advice of town employees. Our Library works closely with the Town Treasury, Human Resources and Community Services Departments. The Manager of Community Services, Jason Kabel participates in Board meetings and provides cogent advice and strong support. We also thank the two Town Councillors June Caul and Ken Perry, who sit on our Board.

The Community should be very proud of their Library. It is a place of relaxation, recreation, learning, fun, and inclusion for all. We support diversity, equity, critical thinking, democracy, arts, science, culture, and creativity among other values.

We are about Inspiring Endless Opportunities. We are your Public Library.

Andrew Hallikas,
Chair, Fort Frances Public Library Board

FORT FRANCES PUBLIC LIBRARY BOARD

Andrew Hallikas, Chair
Robert Schulz, Vice Chair

June Caul, Councilor
Sheri De Gagné
Robin Dennis

Ken Perry, Councilor
Kerry Zucchiatti
Page 5 of 141

INSPIRING ENDLESS OPPORTUNITIES

2017 was a busy year in the Library. Many of our services were accessed more frequently or heavily than in past years. Most impressive was our growth in membership, our total number of members grew by 13% in 2017.

Our Wi-Fi and computers were used more frequently and heavily. The number of people who attended programs grew. More of our materials were used in the Library. More eBooks and Audiobooks were downloaded than ever before. We interacted with the community more frequently on social media and our posts reached further. More people visited our website and our study rooms were booked more frequently. In 2017, the Library truly inspired endless opportunities.



INSPIRING ENDLESS OPPORTUNITIES

AGENDA ITEM #2.1



620 PROGRAMS
attended by
14,022 PEOPLE



95,728 VISITS



2,919
ITEMS

used in the Library



77,141
ITEMS
checked out



INSPIRING ENDLESS OPPORTUNITIES



**9,872 eBooks and Audiobooks
DOWNLOADED**



**Databases were
accessed
3,892 TIMES**



Caught with a Library Tackleshare rod!



**16,027
COMPUTER SESSIONS**



**13,536
WI-FI SESSIONS**

INSPIRING ENDLESS OPPORTUNITIES

AGENDA ITEM #2.1



4,547 MEMBERS



2,415 SOCIAL MEDIA
INTERACTIONS
and our posts reached
104,892 PEOPLE



925
STUDY ROOM
BOOKINGS



16,690
WEBSITE VISITS



AWARD WINNING YEAR

The Rainy River District Library Cooperative (RRDLC) is a partnership between:

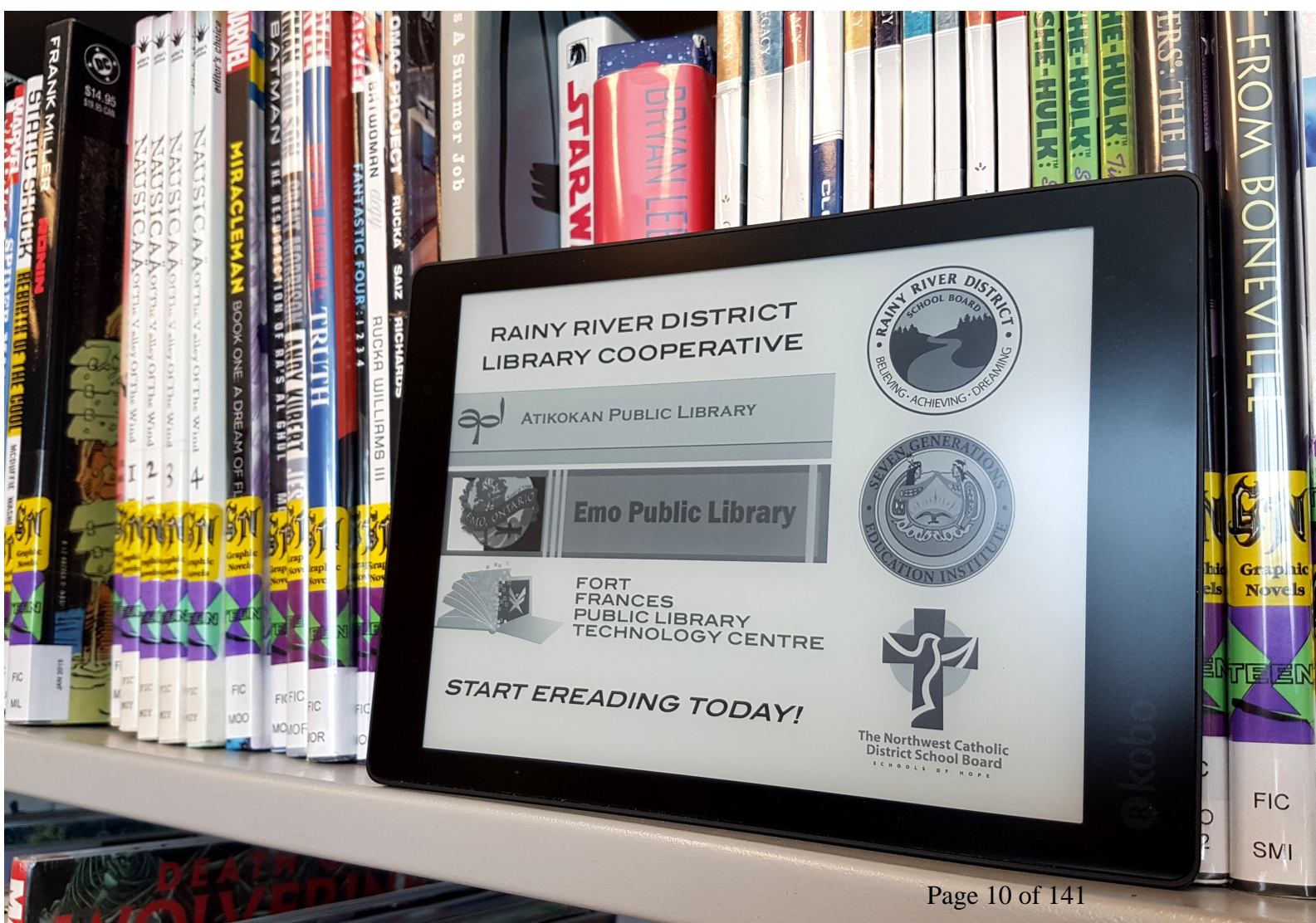
- Atikokan Public Library
- Emo Public Library
- Fort Frances Public Library Technology Centre
- Rainy River District School Board
- Northwest Catholic District School Board
- Seven Generations Education Institute

Through this partnership every child in the Rainy River District is eligible for a free public library card. It also ensures

they have access to a wide range of eBooks and databases.

In 2017, the RRDLC won two awards: the Minister's Award for Innovation—Small Library Category at the Public Library Service Awards and the Ontario Library Service North Award for Excellence in Technology and Innovation.

Both these awards recognize the unique and innovative nature of this partnership. The Fort Frances Public Library Technology Centre is proud to be a member of this dynamic and forward thinking group.





Minecraft Programs

As a part of summer programming, Saturday Minecraft allowed kids to create and explore in an open world.

Simple Pleasures Workshop Series

Stepping Stones, Pizza Making, Photo Transfers, and Bread Making were the exciting activities offered through our new adult programming initiative.

3D Printing Certification Course

Designed to allow people to use the 3D printer on their own, the this course teaches people how to safely and successfully use our 3D Printers.

Quick Prints

This program allows people to enjoy the fun of 3D Printing without needing to know how to use the 3D Printer. People can choose from a list of pre-programmed 3D objects. Staff will set everything up and they can watch the 3D Printer in action!

Local Film Festival

For the first time we ran a film festival where all the films featured had a local connection.

Large Print Pool

We joined a large print pool with other libraries across the North. The pool allows us to bring in a wider variety of large print books for users.

Co-operative Education Student

We were very fortunate to host a high school placement. They helped launch the MakerSpace Certification program and offered one-on-one technology appointments.



Tween Club's Postcrossing Project

This project sees the Tween Club sending postcards around the world and getting postcards back in return.

Pints and Pages Book Club

Launched over the summer at the Flint House, Pints and Pages is a book club for people who do not always have time to read the book. Covering an eclectic mix of reading, the group meets monthly.

Food For Fines

During Ontario Public Library week in October, we joined libraries across the North in a challenge to donate to local food banks. People were able to 'pay off' fines using non-perishable food items.

Local Author Visits

The Library hosted a number of local authors who either launched or spoke about their books.

Board Games

The Library now has Board Games that families can use while they are hanging out in the Library or take home.



RETURNED IN 2017

Tween Club
 Pokemon League
 Story Time
 Rainy Lake Readers Book Club
 Fireside Lounge Knitting Club
 Baby Time
 Public Library Players League
 TD Summer Reading Club
 Trunk or Treat
 Teddy Bear Picnic
 Movie Matinees
 Family Movies



OUR VOLUNTEERS

AGENDA ITEM #2.1

Much of what the Library does would not be possible without the ongoing support of our volunteers. They help run our events and services. The Library flowers are maintained by the Horticultural Society

We are particularly grateful to our Friends of the Library for all that they do for us. The Friends truly help the Library to be the best that it can be. Each year the Friends fundraise to support Library programs. We would not be able to

offer all the programs and events that we do without their support.

Our Friends meet every month on the third Thursday, except for July and August, at 2pm. If you are interested in joining, you can attend a meeting or drop by the Library.



4,610

BOOKS delivered by
VOLUNTEERS



2017 REVENUE & EXPENSES *

REVENUE

Library Generated	\$42,652.10
Donations	\$14,034.05
Grants	\$36,696.92
Reserves	\$1,571.11
Municipality	\$484,216.66
TOTAL REVENUE	\$579,170.84



EXPENSES

Salaries, Wages, Benefits	\$396,023.59
Contracted Services	\$6,486.26
Buildings & Grounds	\$85,867.31
Library Services	\$68,772.43
Supplies & Materials	\$8,439.95
Rents & Services	\$12,459.33
Financial Services	\$1,121.97
TOTAL EXPENSES	\$579,170.84



*unaudited





FORT FRANCES PUBLIC LIBRARY TECHNOLOGY CENTRE

If you have any questions about our annual report, please contact:

Caroline Goulding
Chief Executive Officer
ceo@ffpltc.ca
807-274-9879 x1610

FFPLTC Annual Performance Measurement Indicators and Statistics Report – 2017

EXECUTIVE SUMMARY

This report includes performance measurement indicators and statistics as well as an analysis of what the data means for the Library. It is intended as an aid to planning for the coming year. By closely examining the statistics from the past year the Library can make data-based decisions for 2018. Moving forward the Library should:

- Restructure its summer reading program to increase circulation over the summer months, this will include developing more community partnerships and outreach
- Create a new partnership with the Tourist Information Centre and Chamber of Commerce to advertise visitor memberships and summer programming to tourists
- Develop multi-platform marketing program to regularly advertise Library materials, both physical and digital
- Develop a targeted marketing scheme to advertise 6-month memberships to snowbirds
- Develop regular programming for teens and seniors
- Increase the use of Ancestry.ca in the Library through the use of workshops on how to use the service and marketing its availability
- Increase the use of Tumblebooks by devising an awareness strategy
- Create posting goals for social media and utilize services that will allow for posting to multiple platforms in order to efficiently use staff time while increasing the quantity of posts
- Develop staff training modules on the different databases offered by the Library
- Reach out to Seven Generations and Confederation College to include the availability of our study rooms as group meeting spaces in their Orientation materials
- Track filled Interlibrary Loan and Purchase Requests
- Follow purchasing and weeding priorities as outlined in this report

Some of the above goals will take longer than the 2018 year. Staff time is finite and only so much can be accomplished in a single year. It should also be noted that sometimes opportunities may arise that fall outside these goals and priority areas, and that staff should not focus on these goals to the exclusion of all other opportunities. By setting a cohesive direction for the year however, staff can better ensure sustained growth within the Library and increase the use of our services.

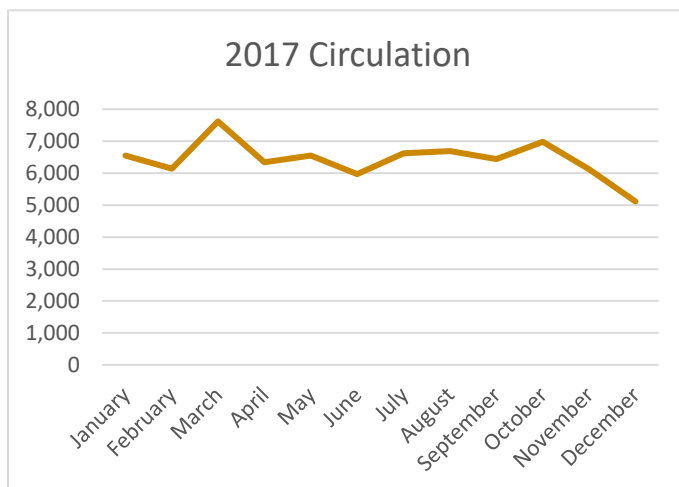
Circulation

The overall circulation of physical items and circulation by user type are outline below. Overall, circulation experienced a 5% decrease in 2017 over 2016. In addition to the strategies outlined below, another strategy to increase circulation is the development of a book marketing strategy. This strategy would include advertising new books on our website, social media, and digital signage.

Physical Circulation - Overall

Total circulation for 2017 was 77,141. This represents an overall decrease in circulation from 2016 of 7.5%. Months with higher circulation were March and October. March would have experienced an increase due to March Break. October experienced a jump due to an increase in children's circulation after a large weed and the purchase of new materials.

Months where drop offs occurred were June, November, and December. December frequently sees a drop in circulation due to the holiday season month. It is difficult to pinpoint a reason why circulation saw decreases in November and June.



Moving forward, the months of July and August should be targeted to try and increase the circulation through the summer reading program. Our summer programming structure is being re-evaluated and changed this year in order to re-focus activities on reading and work to increase overall circulation.

It should be noted that our physical circulation numbers are well over the comparative figures from the 2016 Ontario Public Library Statistics. A library serving our population size on average should circulate 45,410 items per year according to those figures, the FFPLTC circulates significantly more than that.

Physical Circulation by User Type

User Type	Total Checkouts		Percent change
	2017	2016	
Adult	52250	52927	-1.3%
Child	3081	1899	62.2%
Fine Free	1162	898	29.4%
Non Resident	11444	17102	-33.1%
Home Delivery	4610	5063	-8.9%
Staff Members	2318	2288	1.3%
Teachers	477	50	854.0%
6 Month	403	245	64.5%
1 Month	653	483	35.2%
Teen	501	288	74.0%

Adults account for the majority of our circulation statistics. Membership types that have decreased in circulation are the one-year non-resident memberships and home delivery services. Home delivery has seen a drop-off in use as Rainycrest residents are no longer reading as many books as before. New avenues for home delivery should be identified to increase use of the service. Possibilities include beginning mailed home delivery or recruiting volunteers to bring books to people's homes.

Many membership types saw an increase in circulation. The Teacher membership increase should be disregarded as it was a new membership

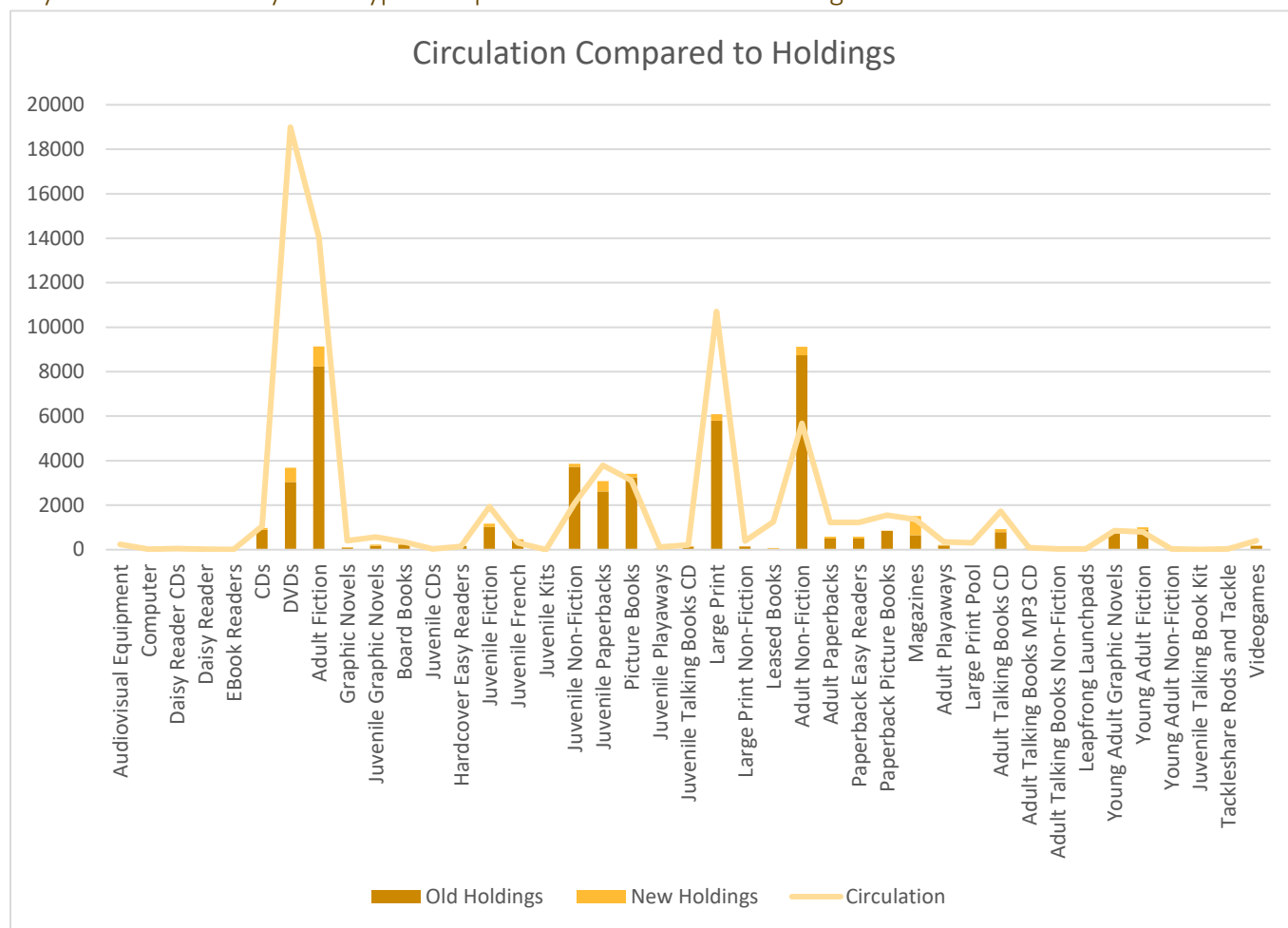
type. The 6 month and 1 month memberships both saw increases. To continue this positive trends two

opportunities have been identified. Targeted marketing could be done at senior's programs in order to engage non-residents who winter outside Fort Frances and advertise the option of the 6-month membership. In order to continue to increase the use of visitor memberships, the Rainy River Future Development Corporation has been contacted in order to add advertising in the Tourist Information Centre around visitor memberships and what the Library has to offer tourists in Fort Frances (fishing rods, programs, etc.). The Chamber of Commerce has also been contacted to distribute the same advertising materials when they are contacted for information.

Not unexpectedly, child and teen memberships also saw a boost in circulation. Given the Cooperative's successes in the past year this was anticipated as more students were beginning to use their cards. This ongoing partnership should lead to continued gains in these areas of circulation. In order to support these gains further collection development should take place in the children's and teen areas. Please see the section on holdings for more information regarding collection development priorities.

Non-Resident memberships saw a decrease in circulation by one third over 2016. In order to reverse this trend the Board has committed to offering new individual membership classes to Non-Residents. Targeted marketing will be performed in order to engage new and returning non-residents in order to boost revenue and circulation.

Physical Circulation by Item Type Compared to New and Old Holdings



This table compares the circulation figures to the number of items in each item type. It shows how much of each collection has been purchased within the last two years and how much of each collection is older. Its usefulness is in very easily being able to see where collections need to be weeded due to low demand and where collections need to be grown, as their circulation far exceeds their size.

To some extent, the percentage of circulation attributed to a collection should be reflected in the percentage of the materials buying budget allocated to that collection. Other factors need to be taken into account like relative cost of the item and the age of the collection. When looking at circulation for the collection it is important to consider how old the materials are, as it may be that the collection is not circulating because the materials are worn and unattractive. By combining comparative circulation data with the checkout recency and age of the collection data, which will be presented later, purchasing and weeding priorities for 2018 can be determined.

Digital Circulation

Audiobooks	eBooks	Multimedia	Total
3,263	6,279	334	9,876

The circulation of digital materials continues to grow. There was a 19% increase in digital circulation from 2016 to 2017. It is expected that digital circulation will continue to grow with the continuation of the Rainy River District Library Cooperative. Additionally, staff have begun initiatives to increase digital circulation in adult users as well. This includes pre-loading Kobos for check out and encouraging the use of Kobos in seniors looking for more large print materials.

While digital circulation continues to be an area of strength and growth for the Library, sustained efforts need to be made to continue to support this trend. Efforts could include re-organizing the eBook check out station and adding eBooks to the circulation social media strategy.

In-House Use

In 2017, 2,919 items were used in the Library which was a 41% increase over 2016. This number includes newspapers as well as the use of musical instruments. We only began tracking musical instrument use in 2017 and nearly half (44%) of the increase in in-library use of materials is from the musical instruments.

Memberships

User Type	Number of Members
Adult	2457
Child	1195
Fine Free	27
Non Resident	336
Home Delivery	79
Staff Members	28
Teachers	3
6 Month	14
1 Month	56
Teen	352
TOTAL	4547

Overall, membership has grown by 13.4% in 2017 over 2016. This is more than double the increase in membership experienced in 2016 from 2015. A large contributing factor to this growth would be the Rainy River District Library Cooperative as well as reciprocal agreements with the other district libraries and the service agreement with Alberton.

In 2018, staff will focus on increasing memberships through the introduction of the new non-resident rates as well as continued outreach in schools and the surrounding communities.

Number of Programs and Attendance

Programs	2017		2016	
	Programs	Attendance	Programs	Attendance
Early literacy and early learning	91	2,444	96	2,393
Other Children's Programming	88	1,588	90	2,131
Summer Reading	1	46	1	79
Class Instruction at a Library or School	101	1,917	80	1,449
Teen Programming	100	1,359	143	1,652
Careers, job help/skills	1	0	8	95
Community Development	36	5,013	39	4,245
Technology, social media, and computer literacy	82	82	95	100
Adult learning (not covered elsewhere)	67	709	91	1,022
Senior Programming	9	119	8	27
Culture days, poetry and story readings, art shows	13	423	4	230
Book Clubs	10	61	6	51
Indigenous language training and retention	1	42	0	0
Maker space, Digital media lab, self-publishing	18	174	25	106
Other Programs	1	6	0	0
Ontario Public Library Week	1	39	0	0
TOTAL	620	14,022	686	13,580

Overall program attendance grew in 2017 despite a 10% reduction in the number of programs offered. This shows that Library staff have excelled at increasing the popularity of current program offerings. More work could be done to grow programming in three areas: teen programming, senior's programming, and the summer reading program.

Teen programming is an area in need of increased attention. Currently, our teen programs are focused on the card game, Magic: The Gathering. We additionally offer occasional special events like the Teen Open Mic Night and movie showings. Staff recognize that we are underserving teens in the area of programming. Additional regular teen programs should be developed and implemented.

Seniors programming is currently limited to the Seniors Move Matinee, technology appointments, and occasional special events. With the receipt of a \$500 donation for senior's programming, staff will work to develop new regular programming targeted towards seniors. Staff have already reached out to the Senior's Centre to discuss possible partnerships. Staff feel it is important to coordinate programming with what is offered at the Senior's Centre in order to complement services offered to seniors in our community and not compete with them.

Participation in the summer reading program has steadily decreased over the past few years. The program itself has been fairly static in its execution for a long time. Moving forward, staff have discussed changing how the program is offered and bundling all summer programming together as a part of the "summer reading program". A new grant was received this year, which will fund a summer student who

will focus on the summer program allowing them perform outreach at local summer camps and daycares in order to increase participation.

There are additional programming areas where more could be done to serve the community as a whole, however it is important that staff do not over extend themselves. It is suggested that staff use 2018 to develop new programs in the above three areas and in 2019 to focus on improving each of those areas before beginning any other new large-scale program initiatives.

Database Use

Databases were accessed significantly less in 2017 over 2016. They were only accessed 3,892 times which was a 60% reduction over 2016. This reduction is entirely explained by drops in access to Ancestry.ca and Tumblebooks. It should be noted that while both of these databases experienced a significant reduction in use they are still our two most popular databases and account for 71% of our database use.

Markets have been proven to exist for these databases within Fort Frances. Work should be done this year to inspire increased use. This can include marketing campaigns through social media and the website. In the case of Ancestry.ca we could try and host a genealogy workshop as well. For Tumblebooks links to site could be added to the deployed children's computers to encourage use and outreach be done with local schools espousing its use.

Overall, in the coming year each staff member should be trained in the use of one of the databases on a monthly basis. A concurrent marketing strategy for that database should also be developed. These monthly highlights of online offerings should lead to increase use.

Social Media Interactions

Facebook				
Year	Reach	Comments	Likes	Shares
2017	103937	185	1755	276
2016	84140	221	1721	287
Instagram				
Year	Reach	Comments	Likes	Shares
2017	955	6	189	4
2016	0	0	0	0

The Library's Facebook posts are reaching further than they have in the past, although interactions in the form of comments and shares have gone down. The number of likes increased only very slightly. New social media outreach began this year in the form of Instagram, the reach of our Instagram page is much lower than the Facebook. Instagram is a valuable tool for reaching out to teens as they use that social media platform much more heavily than Facebook.

Moving forward, staff should create a social media marketing campaign. It is suggested that a product like HootSuite be used, which will allow for the coordination of posts across a wide variety of social media platforms. By utilizing a service that allows for cross posting we will cut down on the amount of staff time required for social media.

The focus on the marketing campaign should be two-fold. Staff will post information about upcoming events, most of which are already posted on Facebook. Photos from events should also be posted in order to generate new and continued interest in our programming. The second focus should be marketing new library materials.

Frequency is crucial when it comes to social media marketing. Through the use of a coordinated and scheduled approach to social media, we will be able to increase the frequency of our postings, particular to Twitter and Instagram.

Computer and Wi-Fi Use

Wi-Fi Use		
Year	Clients	Usage (GB)
2017	13,536	2,871
2016	12,218	1,674
Computer Use		
Year	Sessions	Total Time (Minutes)
2017	16,027	962,351
2016	13,695	741,562

Use of our Wi-Fi and computers has exploded this year compared to last year, particularly when looking at our Wi-Fi usage statistics. In 2017, 13,536 people connected to the Library's Wi-Fi, which is a 11% increase over 2016. These people used a whopping 2.871 GB of data which represents a 72% increase in the use of this service. The amount of time spent by users on our computers rose by 30% and the number of users increased by 17%

When you contrast the number of people who use our Wi-Fi or computers to how much they use this service the difference is significant. The rapid expansion in use may be attributed to the ever increasing prevalence and necessity of the internet in the daily lives of community members.

Pedestal Counts

Month	Visits
January	7,630
February	7,266
March	9,958
April	7,504
May	9,786
June	7,155
July	7,279
August	9,076
September	7,282
October	9,895
November	7,481
December	5,416
TOTAL	95,728

The number of visits were down overall in 2017 compared to 2016. This may be due in part to issues with data capture, as visits were not captured every day we were open. Approximations were substituted on zero days by averaging the prior and post weeks' number of visits for the same day of the week. The reason for the missing data may be because staff forgot to turn on the pedestal counter software in the morning. A procedures manual is being developed which will include opening procedures instructions.

Interestingly, while the total number of visits is lower, many other statistics are showing increased use for instance, in-house materials usage, study room bookings, active memberships, Wi-Fi use, and computer access. This may suggest that while the overall number of walk-ins has decreased the users that are accessing our services are using those services more heavily.

When the data for visits, program attendance, circulation, and computer sessions are compared it becomes clear that the number of visits are due to a confluence of factors, and it is difficult to pinpoint a specific cause for a decrease in visits since a number of different reasons bring people to the Library. Staff should therefore, not focus on trying to increase visits to the Library and instead focus on continuing to increase the use of our services.

Room Use

The study rooms were booked 925 times, a 7% increase over 2016, for a total of 1866.25 hours, a 14% increase. This continues the trend seen in many other services with the use of the study rooms increasing well beyond the number of clients participating.

When you compare the number of hours the study rooms are in use to the number of open hours, someone is using a study room 31%-63% of the time the Library is open. The bottom of the range (31%) supposes that the rooms are used concurrently and the top (63%) assumes that they are used consecutively. The actual 'in use' time will likely be closer to the midpoint, which is 47% of the time.

Study room use is not included in the annual Ontario Public Library Statistics report nor is free study room use included in the "Valuing Northern Libraries Toolkit", so it is difficult to assess the value the study rooms bring to the community as well as how well they are used comparatively speaking. That being said, anecdotally staff can attest that this is a valuable service that is offered to the community.

To increase the use of the study rooms even more, outreach could be done to Seven Generations and Confederation College students regarding the availability of the rooms. Staff could request to include in orientation packages information regarding the availability of the study rooms, particularly during times when their respective buildings are closed to students.

Holdings

Percentage of Volumes Checked Out in the Last Two Years by Item Type & Age of Collection

Item Type	Percentage checked out total	Percentage checked out weeded, missing, and lost items removed	Percentage of Collection Older than Five years
Audiovisual Equipment	93%	93%	21%
Computer	100%	100%	0%
Daisy Reader CDs	62%	62%	0%
Daisy Reader	100%	100%	0%
EBook Readers	29%	29%	0%
CDs	61%	62%	78%
DVDs	84%	87%	52%
Adult Fiction	68%	68%	71%
Graphic Novels	80%	80%	14%
Juvenile Graphic Novels	87%	87%	57%
Board Books	75%	77%	73%
Juvenile CDs	62%	121%	90%
Hardcover Easy Readers	73%	74%	96%
Juvenile Fiction	40%	58%	81%
Juvenile French	49%	60%	75%

Juvenile Kits	73%	73%	95%
Juvenile Non-Fiction	30%	43%	90%
Juvenile Paperbacks	38%	45%	88%
Picture Books	70%	71%	87%
Juvenile Playaways	93%	98%	35%
Juvenile Talking Books CD	62%	64%	78%
Large Print	91%	92%	84%
Large Print Non-Fiction	90%	92%	64%
Leased Books	98%	253%	0%
Adult Non-Fiction	44%	46%	87%
Adult Paperbacks	65%	81%	69%
Paperback Easy Readers	79%	95%	63%
Paperback Picture Books	69%	86%	92%
Magazines	49%	53%	17%
Adult Playaways	90%	90%	35%
Large Print Pool	100%	100%	0%
Adult Talking Books CD	87%	88%	70%
Adult Talking Books MP3 CD	81%	82%	58%
Adult Talking Books Non-Fiction	68%	68%	79%
Leapfrog Launchpads	100%	100%	0%
Young Adult Graphic Novels	79%	80%	67%
Young Adult Fiction	53%	54%	66%
Young Adult Non-Fiction	38%	39%	60%
Juvenile Talking Book Kit	57%	57%	29%
Tackleshare Rods and Tackle	57%	57%	0%
Videogames	73%	75%	58%

By examining how recently each item within a type has circulated, valuable insight into the collection use can be gained. Using these figures in conjunction with circulation and age, weeding and purchasing priorities can be identified. If the recency of use is high for a collection, it usually follows that demand is high and more materials of that type need to be purchased. If a low percentage of items have been used, it usually follows that demand is low and that the collection should be weeded in order to create space for high demand collections.

These figures cannot be examined within a vacuum, as a number of factors may influence circulation besides demand. If a collection has a high number of older items, it may be that those are the items that are not circulating. Oftentimes weeding and purchasing priorities may go hand-in-hand, in that a collection needs to be weeded of its older materials and newer materials purchased.

The time period of circulation within the last two years was chosen based on the Annual Survey definition of an 'active' membership being a membership that has been used within the last two years. It was decided to show weeded and not weeded figures because of the large amount of weeding which took place last year, particularly within the children's section. By showing both numbers a picture of the collection use at the start and end of the year can be seen.

A generally accepted guideline is that 50% of a particular collection should have been purchased within the last five years. It should be noted that not all old books should be summarily weeded, some older

books are classics and should be retained as long as physically possible. Collections do however, need to maintain a balance between older and newer material, with newer materials being consistently added and older materials being removed. To determine the age of an item the date it was added to the collection was used, and not its publishing date.

Interlibrary Loan Requests & Requests for Purchase

Staff record ILLO and Purchase Requests in a spreadsheet when the request is made. Once it is filled the request is removed from the spreadsheet. Going forward staff will be retaining information about the request so that patterns in the requests can be better identified.

Purchasing and Weeding Priorities for 2018

When the collection is examined from a data based perspective it becomes clear that a great deal of work needs to take place both in weeding and purchasing. The amount of money spent on collections has decreased over the years, and the impact on the collection is clear. The Board should consider trying to increase the budget for materials purchasing in the coming years.

By identifying priorities, this report is not directing that these be the only materials purchased or weeded. It is instead directing that funds be focused in these areas. Items should still be purchased in other areas, however when making purchase decisions selection lists should include higher numbers of items from these collections.

When looking at the DVD use, age, as well as circulation compared to holdings it becomes clear that this collection needs to grow significantly. It accounts of nearly 25% of our physical circulation and 14% of our materials buying budget. The collection is beginning to age as well. While only just over the cusp of the recommended 50%, we will need to continue to spend in this year. This budget was increased in 2017, the Board may wish to consider increasing it again.

Adult fiction accounts for a high percentage of our overall circulation, despite this only 68% of the collection has left the shelves in the past two years. This is collection that needs to be weeded and needs to remain a priority while making purchasing decisions.

Graphic Novels need to be a purchasing priority across the age groups in 2018- adult, young adult, and juvenile. All three collections are still relatively young and do not yet need to be weeded.

Easy readers, both hardcover and paperback need attention in 2018. The hardcover collection is quite old, with 96% of the collection being added more than five years ago. This is a collection that includes

Purchasing Priorities
DVDs
Adult Fiction
Adult Graphic Novels
Juvenile Graphic Novels
Young Adult Graphic Novels
Hardcover Easy Readers
Paperback Easy Readers
Juvenile Fiction
Paperback Picture Books
Juvenile French Fiction and Non-Fiction
Juvenile Paperbacks
Juvenile Playaways
Adult Playaways
Adult Talking Books on CD
Large Print Fiction
Large Print Non-Fiction
Adult Paperbacks
Weeding Priorities
Adult Fiction
Hardcover Easy Readers
Juvenile Fiction
Juvenile French Fiction and Non-Fiction
Juvenile Non-Fiction
Juvenile Paperbacks
Hardcover Picture Books
Juvenile Talking Books on CD
Adult Non-Fiction
Adult Talking Books Non-Fiction

many classics, including a large number of Dr. Seuss books. Staff should try and replace the well-circulated materials that are looking worn – if they can, as well as make some new purchases. Many of the Dr. Seuss books are no longer in print and are difficult to replace. It is a fairly high demand collection with three quarters of the books still leaving the library despite their age. Paperback easy reader books are a little newer and almost all of them left the Library in 2016/2017. For this reason, the collection should not be weeded and instead should be a purchase priority in 2018.

Juvenile fiction and paperbacks are similar to adult fiction, in that it has a high circulation rate but a good portion of the collection has not left the Library in the past two years. It should also be both a weeding and purchasing priority in 2018. In the coming year these collections will also be interfiled. This is to support patron browsing. It will be easier for children to find books if authors and series are all held in the same place. Additionally, patrons in the children's collection are not looking for specific formats the same way patrons in our adult collection do.

Hardcover picture books should be an area that is weeded in 2018, as it is an older collection. Paperback picture books should be an area where purchases are made, given both the age, recency of check outs, and high circulation of the collection.

Juvenile French fiction and non-fiction will be a weeding and purchasing priority in 2018, due to the funds donated by the Friends for this specific purpose. The funds were donated in order to support the Library in serving the French immersion program.

Juvenile non-fiction should be a weeding priority in 2018, it is both an older collection and a poorly circulating one. A report is being developed to help pinpoint what areas of the collection are circulating, so that purchases are aligned with patron demand. Non-fiction collections are in a period of transition. In the past the juvenile collection was heavily used for school projects and home crafts. These demands have faded as patrons now turn to online sources. The use of the non-fiction collection has shifted towards pleasure reading. This necessitates a shift in how purchases are made for this collection, as well as a shrinking of what we currently offer.

Large Print books, both fiction and non-fiction, are an area of high patron demand, they have a high circulation compared to their collection sizes and almost all of them left the shelves in 2016/2017. They are also older collections, but because of their high use they should not be weeded until the collection grows enough that it can sustain demand despite the removal of those materials.

Adult non-fiction, similar to juvenile fiction, needs to be an area which is weeded in 2018. The same report will be used as with the juvenile non-fiction in order to shift purchases to match patron demand. The adult non-fiction collection is undergoing a similar shift in usage as the juvenile collection, with patrons shifting some information searching habits online. For example, patrons do not come in looking for a new recipe book, they just search online. The collection needs to be re-aligned to support how it is used now.

Adult paperbacks should be a purchasing priority. Many items in the collection have left the shelves recently and it has a high circulation compared to its collection size. This is a collection which is currently being shifted. The genres are being condensed into one collection, also to support patron browsing. Some authors are spread out over multiple genres and by putting all their books in one place we can encourage higher circulation.

Adult playaways, juvenile playaways, and adult talking books on CD should be areas of purchase priority in 2018 given how many items left the shelves in 2016/2017. Adult talking books on CD should be an area of weeding, given their age and low demand.

Staffing Levels

Reported Incidents

2017 Incidents		
Type	Number	Percentage
Involved youth	20	54%
Resulted in the police being called	16	43%
Involved patrons intoxicated/under the influence of drugs	12	32%
Resulted in a break letter	6	16%
Involved confrontational behaviour	9	24%
Made staff feel uncomfortable	5	14%
Library property was vandalized	4	11%
Involved disruptive behaviour	4	11%
Involved aggressive behaviour	3	8%
Patron was hurt by another patron	2	5%
Resulted in a no trespassing notice	2	5%
Hidden/discarded contraband was found (beer, needles)	2	5%
Patron with a no trespassing notice on the premises	1	3%
Library property was stolen	1	3%
Patron had a weapon	1	3%
Patron injured themselves	1	3%
Patrons were talking about drugs	1	3%
Patrons were using foul language	1	3%
Total Number of Incidents	37	

The number of incidents with patrons have been steadily increasing over the past few years. The majority of incidents often involve teenagers or youth in their early twenties. The number of times the police were called increased significantly in 2017. This is due in part, to the increase in incidents overall and in part due to the increasing comfort staff have with phoning the police.

Currently, the Library operates with the procedure that there should be two adult staff members working at all times. The exception being on Sundays when only one adult and one student are present. Given the ongoing increase to the number of incidents that are reported each year, the Board may wish to consider revisiting Sunday staffing levels.



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2018/69**

TO: Mayor Avis & Members of Council
FROM: Laurie Lindberg, Treasurer
DATE: May 22, 2018
SUBJECT: 357/358 Applications for Tax Adjustment
 Re: 605 McIrvine Road (2017) Roll# 5912-010-006-08870-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment for 2017 taxes for 605 McIrvine Road resulting from change of property use from taxable to exempt in accordance with Section 3(1)3i of the Assessment Act from November 12 – December 31, 2017.

The Municipality may object to the application 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 application for 2017 was mailed to the applicant indicating notification that the public hearing is scheduled for Monday, May 28, 2018.

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 605 McIrvine Road resulting from change of property use from taxable to exempt in accordance with Section 3(1)3i of the Assessment Act from November 12 – December 31, 2017.

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 605 McIrvine Road resulting from change of property use from taxable to exempt in accordance with Section 3(1)3i of the Assessment Act from November 12 – December 31, 2017.

SECTION 357/358 APPLICATION

TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #

Taxation Year:

2017

Municipality: Town of Fort FrancesRoll Number: 59-12-010-006-088-70Property Address: 605 McRivine RdApplicant Name: OWNER (CHELYL ROGOZA TREASURER)Owner Name: THE TRUSTEES FOR THEContact Number: 874-0009Mailing Address: CHURCH

Alternative Num: _____

605 McRivine Rd, Fort Frances, ON P9A 3X7

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: PROPERTY PURCHASED BY CHURCHEffective from: 11-01-17 to 12-31-17 (MM/DD/YY)Applicant Signature: Cheyl RogozaDate: 11-09-17 (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY

ASSESSOR

Assessment Roll As Returned

Revised Since Roll Return

☐

Enter Revisions Below:

Assessment Report

School Bd: ☐ Eng ☐ Fr ☐ Other☐ No Change in Assessment☐ 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>603,000</u>	<u>Exempt</u>				

Revised:

Reason for Change (Assessor Comments):

Change in use from Commercial to
Exempt - place of worship
Effective November 12/17.

Reason Original Assessment Revised: _____

Assessor Name: _____

Signature: _____

Date: 11-1-17

TREASURER'S REPORT ON TAX LIABILITY

RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy
<u>CTN</u>	<u>-603,000</u>	<u>0.04378504</u>	<u>50</u>	<u>3,616.76</u>	<u>26,402.38</u>

Recommended: ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount: \$3,616.76

Comments: _____

Treasury Position: TreasurerSignature: Theresa A. LindbergDate: 05-14-18

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION:

Hearing Date (MM/DD/YY): 05-18-18
☐ 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)	THE TRUSTEES FOR THE EVANGELICAL FELLOWSHIP CHURCH
Roll number	5912-010-006-08870-0000
Property location	605 MCIRVINE RD
Property description	MCIRVINE RIVER RANGE PT LOT 41 RP 48R3747 PART 2 PCL 26018
Municipality/Local taxing authority	FORT FRANCES TOWN
Application number	
Application reason	Became Exempt
Received date	February 16, 2018
Claim relief period	From: November 12, 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	704,000	603,000	603,000	603,000	603,000	603,000
Total	704,000	603,000	603,000	603,000	603,000	603,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR RELE -	801,894	805,000	802,671	803,447	804,224	805,000
Total	801,894	805,000	802,671	803,447	804,224	805,000

MPAC Remarks

The property is eligible for exemption in accordance with section 3(1)3i of the Assessment Act, effective the first date of worship (Nov. 12/17). Increase in valuation due to change in valuation approach from Income to Cost approach. MPAC will be issuing a PRAN for the 2018 tax year to reflect the changes.

MPAC Representative:
Date:

Mark Cawston
April 26, 2018

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

May 14, 2018

Cheryl Rogoza, Treasurer
Trustees for the Evangelical Fellowship Church
605 McIrvine Road
Fort Frances, Ontario
P9A 3X7

Dear Mrs. Cheryl Rogoza:

Re: Hearing to Consider Section 357/358 Applications

Please be advised that a public hearing has been scheduled for immediately following the Committee of the Whole Meeting of Council on Monday, May 28, 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 605 McIrvine Road 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,

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

Laurie A. Lindberg, CMO
Treasurer

Enc.

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	
Nov 12/17	2017	1.6.08870	-603,000	CT	0.0326533	0.0111317	-2,697.25					-919.51		-3,616.76	
							-2,697.25						-919.51	0.00	-3,616.76
357/358 Application															



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2018/70**

TO: Mayor Avis & Members of Council
FROM: Laurie Lindberg, Treasurer
DATE: May 22, 2018
SUBJECT: 357/358 Applications for Tax Adjustment
Re: 1008 Walker Ave. (2017) Roll# 5912-010-007-21400-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment for 2017 taxes for 1008 Walker Ave. resulting from change of property use from taxable to exempt in accordance with Section 3(1)11 of the Assessment Act from December 1 – 31, 2017.

The Municipality may object to the application 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 application for 2017 was mailed to the applicant indicating notification that the public hearing is scheduled for Monday, May 28, 2018.

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 1008 Walker Ave. resulting from change of property use from taxable to exempt in accordance with Section 3(1)11 of the Assessment Act from December 1 – 31, 2017.

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 1008 Walker Ave resulting from change of property use from taxable to exempt in accordance with Section 3(1)11 of the Assessment Act from December 1 – 31, 2017.

SECTION 357/358 APPLICATION						Application/Appeal #	
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD							
				Taxation Year: <u>2017</u>			
Municipality: <u>TOWN OF FORT FRANKS</u>				Roll Number: <u>59-12-010-007-214-00</u>			
Property Address: <u>1008 WALKER AVE</u>				Applicant Name: <u>ALANNA BARN</u>			
Owner Name: <u>COMMUNITY LIVING FE & DISTRICT</u>				Contact Number: <u>874-5556</u>			
Mailing Address: <u>PO Box 147</u>				Alternative Num: _____			
<u>FE 00 P9A 3M5</u>							
Reason for Application: (Check one box only)							
<input type="checkbox"/> Ceases to be liable for tax at rate it was taxed - 357(1)(a) <input type="checkbox"/> Sickness or extreme poverty - 357(1)(d.1) <input checked="" type="checkbox"/> Became exempt - 357(1)(c) <input type="checkbox"/> Mobile unit removed - 357(1)(e) <input type="checkbox"/> Razed by fire, demolition or otherwise - 357(1)(d)(i) <input type="checkbox"/> Gross or manifest clerical/factual error - 357(1)(f) <input type="checkbox"/> Damaged and substantially unusable - 357(1)(d)(ii) <input type="checkbox"/> Repairs/Reno's preventing normal use (min. 3 months) - 357(1)(g)							
Details of Reason: <u>Property purchased by Applicant</u>							
Effective from: <u>03/10/17 to 3/12/17</u>				Applicant Signature: <u>Alanna Barn</u>		Date: <u>05/02/18</u>	
(MM/DD/YY)				(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
<u>RTEP</u>			<u>83,000</u>	<u>Exempt</u>			
Revised:				Reason for Change (Assessor Comments):			
				<u>Change of Use to Exempt status from the date first tenant moved in confirmed date to be December 17</u>			
Reason Original Assessment Revised: _____							
Assessor Name: _____				Signature: _____		Date: <u>1-1-18</u>	
TREASURER'S REPORT ON TAX LIABILITY							
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy		
<u>RTEP</u>	<u>- 83,000</u>	<u>0.01865886</u>	<u>31</u>	<u>131.53</u>	<u>1548.69</u>		
Recommended: <input type="checkbox"/> No Adjustment <input checked="" type="checkbox"/> Adjustment <input type="checkbox"/> Cancellation <input type="checkbox"/> Refund				Total Amount: <u>\$131.53</u>			
Comments: _____							
Treasury Position: <u>Treasurer</u>				Signature: <u>Shirley Lindberg</u>		Date: <u>05/14/18</u>	
COUNCIL OR ASSESSMENT REVIEW BOARD DECISION:				Hearing Date (MM/DD/YY): <u>05/28/18</u>			
<input type="checkbox"/> Approved <input type="checkbox"/> Amended & Approved <input type="checkbox"/> Not Approved <input type="checkbox"/> Applicant Did Not Appear <input type="checkbox"/> 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)	COMMUNITY LIVING FORT FRANCES AND DISTRICT
Roll number	5912-010-007-21400-0000
Property location	1008 WALKER AVE
Property description	PLAN SM139 PT BLK 7 RR80 PART 1
Municipality/Local taxing authority	FORT FRANCES TOWN
Application number	
Application reason	Became Exempt
Received date	February 20, 2018
Claim relief period	From: December 01, 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 RU R T	89,000	83,000	83,000	83,000	83,000	83,000
Total	89,000	83,000	83,000	83,000	83,000	83,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR RU E -	82,680	83,000	82,760	82,840	82,920	83,000
Total	82,680	83,000	82,760	82,840	82,920	83,000

MPAC Remarks

MPAC conducted a review of the exemption status for 1008 Walker Ave. Property qualifies for exemption under Section 3(1)11 of the Assessment Act from the date first tenant moved in, confirmed date to be Dec 1, 2017. PRAN processed for 2018 tax year.

MPAC Representative:
Date:

Mark Cawston
April 17, 2018

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

May 14, 2018

Alanna Barr
Community Living Fort Frances & District
P.O. Box 147
Fort Frances, Ontario
P9A 3M5

Dear Mrs. Alanna Barr:

Re: Hearing to Consider Section 357/358 Applications

Please be advised that a public hearing has been scheduled for immediately following the Committee of the Whole Meeting of Council on Monday, May 28, 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 1008 Walker Ave. in Fort Frances.

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

Sincerely,



Laurie A. Lindberg, CMO
Treasurer

Enc.

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
357/358 Application	2017	1.7.21400	-83,000	RTEP	0.0168689	0.00179	-118.91	-12.62						-131.53



May 10, 2018

Fort Frances Minor Hockey Association
P.O. Box 306
Fort Frances, Ontario P9A 3M3

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

Dear Mayor and Council,

On April 24th, 2018, the Fort Frances Minor Hockey Association (FFMHA) held its annual general meeting. At this meeting there was a large change in Executive Board members with only the Registrar staying on. Below are the members of the new Board.

Executive

Jason Kabel, President
Chris Wielinga, Vice President
Travis Enge, Treasurer
Lori Flinders, Secretary
Kim Kirk, Registrar
Ron MacKinnon, Development
Dave Coats, Scheduler
Adam Scott, Webmaster

Directors

Greg Latter, IP
Jennifer Kocuiba, Novice
Paul Nicholson, Atom
Steve Chown, Pee Wee
Shane Bliss, Bantam
Ian Strain, Midget

Since taking over much work has been done to understand the status of the finances. The largest liability was to the Town for outstanding ice rental fees. Enclosed is a cheque for all outstanding ice rental fees for the 2017-18 hockey season in the amount of \$69,488.60. Still outstanding however are the finance fees charges that were incurred in the amount of \$1632.43. FFMHA is unable to pay these charges until registration opens and our income stream starts.

I am writing to request forgiveness for part or all finance charges incurred as you may see fit. With these charges removed, the FFMHA will be in the black with all outstanding debt paid. We are excited as a new Board to move forward with this organization to promote and provide hockey opportunities to the community while remaining fiscally responsible. If this request is unsuccessful, thank you for your time. Please expect prompt payment when we are able in August.

Sincerely,

Travis Enge
Treasurer - FFMHA

From: leslie bell <ljbell65@gmail.com>
Sent: Thursday, May 10, 2018 1:05 PM
To: Jason Kabel <jkabel@fortfrances.ca>
Subject: Arena Hall rental

Dear Mr. Kabel

Hi my name is Leslie Bell. I am 1st Vice President Br#29 Ladies Auxiliary and Ladies Auxiliary District Commander MB & NWO Region.

I am writing to you on behalf of the Ladies Auxiliary of the Fort Frances Br#29.

I am not sure if you are aware but the Fort Frances Br#29 will be hosting the 49th Biennial Provincial Convention next year June 14-17/2019! We will have many ladies and men attending this from allover Manitoba and Northwestern Ontario. We are very excited as this event has not been held here in some years, mostly due to accomodation shortages.

We do many donations in the community such as Chem Free Grad, Rainy Lake Cadets Sqad #908, Rainy River Music Festival, Riverside Foundation, Canada Day Pancake Breakfast, just to name a few. The ladies do this all as volunteers raising monies. We are looking for your help by asking if you might consider donating all or some of the cost of the hall rental upstairs in the Arena. This would be a perfect place for our Ladies Auxiliaries to meet during convention. We would set up Friday June 14th night, have some meetings Saturday June 15th and meetings all day Sunday June 16th and Monday June 17th in the morning.

I would like to Thank You in advance for your consideration of this request. All help is greatly appreciated.

Look forward to hearing from you.

Sincerely

Leslie Bell



April 24, 2018

Town of Fort Frances
320 Portage Avenue
Fort Frances ON
P9A 3P9



RE: Invitation to join the "Preferred Autonomous Vehicles Test Corridor"

Mayor & Members of Council:

I am writing to you today to invite you to be a part of OGRA's Municipal Alliance for Connected and Autonomous Vehicles in Ontario (MACAVO) initiative for controlled testing of Autonomous Vehicles (AVs). Under this initiative, we are calling for the creation of a seamless and well-coordinated "Preferred AV Test Corridor", stretching from Windsor to Ottawa. Through this initiative, our aim is to help attract (and retain) AV-related industry and talent in Ontario, which in turn can become a catalyst in helping provide unparalleled socio-economic benefits for all municipalities involved. A more detailed report of the initiative is attached.

OGRA is requesting the following call-to-action by municipalities in Ontario:

1. Identify One (1) municipal point of contact who will be responsible to spearhead all AV-related activities for your municipality, and:
2. Identify the Preferred routes within your municipality

We respectfully request that your council pass the following resolution:

That the _____ of _____ participate in OGRA's Autonomous Vehicle initiative and that this matter be referred to staff to develop a list of preferred routes with the municipality.

On behalf of OGRA thank you for your consideration of this request. Should you have any follow-up questions, please feel free contact myself or Fahad Shuja at Fahad@ogra.org.

Kind regards,

J. W. Tiernay
Executive Director
Ontario Good Roads Association
E: Joe@ogra.org

TOWN OF FORT FRANCES

BY-LAW NO. 54/17 - B

(Being a by-law to amend certain fees in 2018 – the Municipal Act, 2001, c.25, S.O. 2001, Part XII, Part XII, as amended).

WHEREAS on May 14th, 2018, Council approved a report from the By-Law Enforcement Department recommending the addition of an impoundment fee relating to vehicle’s, boats and trailers and that an amending by-law be brought forward to amend Schedule A as outlined below.

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

- 1. That Section 2.19 be added to the User Fee Schedule as follows:
- 2.19 Impoundment Fee – Vehicle, Trailer and Boat \$100.00/day – plus applicable fees

READ THREE TIMES and finally passed in open Council this 28th day of May 2018.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. 23/18 - A

Being a By-Law to revise By-Law 23/18 to establish a percentage by which tax decreases are limited in 2018 to properties in the Commercial, Industrial and Multi-residential property classes.

WHEREAS subsection 330 (1) of the Municipal Act, 2001 S.O. 2001 c.25, as amended provides that the Council of a municipality may pass a by-law to establish a percentage by which tax decreases are limited for a taxation year in respect of properties in any property class subject to Part IX of the Act, in order to recover all or part of the revenues foregone as a result of the application of section 329 of the Act to other properties in the property class;

AND WHEREAS subsection 330 (3) of the Act provides that such a by-law must establish the same percentage for all properties in a property class, but may establish different percentages for different property classes;

AND WHEREAS subsection 327 (4) of the Act provides that Part IX of the Act applies to the commercial, industrial and multi-residential property classes;

AND WHEREAS on April 23, 2018, Council passed By-Law No. 22/18 establishing the revenue neutral capping parameters for commercial, industrial and multi-residential property classes and would be financed from withholding decreases within each class where possible;

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

1. THAT for the taxation year 2018, the tax decrease retained, as supported by Schedule “A” forming part of this by-law, for property in:
 - a) the industrial property class clawback percentage shall be limited to 33.1293% with the retained percentage at 66.8707%.
2. This by-law shall come into force and take effect on final passing.

READ THREE TIMES and finally passed in open Council this 28th day of May 2018.

R. Avis, Mayor

E. Slomke, Clerk

[Home](#) | [Contact OPTA](#) | [Municipal Contacts](#) | [Feedback & Enquiries](#) | [User Agreement](#) | [Bulletins](#) | [Glossary](#) | [Exit](#)
[Tax Tools](#) | [See Parameters](#)
2018 Capping Summary Analysis Report using Actual Rates (Frozen)

Menu

Using Actual rates on May 22, 2018 8:54AM EST.

The following represents your data at the time of sign-off and production of your Capping CD-ROM.

Fort Frances Town, 5912

Capping Report		Frequency Distribution Report			
		Multi-residential	Commercial	Industrial	
Capping Parameters					
Annualized Tax Limit				10.00%	
Prior Year CVA Tax Limit				10.00%	
CVA Tax Threshold - Increasers				\$0	
CVA Tax Threshold - Decreasers				\$0	
Exclude Reassessment Increase				Yes	
Exclude Properties Previously at CVA Tax				Yes	
Exclude Properties that Move from Capped to Clawed Back				Yes	
Exclude Properties that Move from Clawed Back to Capped				Yes	
Exit capping immediately		Already Exited	Already Exited	Not Eligible	
Capping phase-out		Not Eligible	Not Eligible	Year 2 (1/2)	
Capping Clawback and Retained Percentages					
Clawback Percentage				33.1293%	
Retained Percentage				66.8707%	
Total				100.0000%	
Total Tax Adjustment					
Capped Properties				-\$477	
Clawback Properties				\$477	
Net Class Impact/Shortfall				\$0	

<< Expand										Expand >>	
Category	Properties	2017 Annualized Taxes	2018 CVA Taxes Without Adjustments	2018 CVA Taxes Before Levy Change	2018 Capping Adjustment	2018 Overall Levy Change Adjustment	Threshold or Phase-Out Adj	Revised 2018 Tax	Tax Adjustment for 2018		
									\$ Amount	% of CVA Taxes	
Multi-residential											
At CVA Tax due to Exclude Options:											
CVA Tax-Class is Excluded from Capping	20	624,793	620,630	625,458	0	0	0	620,630	0	0.00%	
Commercial											
At CVA Tax due to Exclude Options:											
CVA Tax-Class is Excluded from Capping	276	2,863,283	2,893,639	2,898,613	0	0	0	2,893,639	0	0.00%	
Industrial											
Capped by CVA Tax Limit, Phase-out Year 2	1	1,034	2,030	2,037	198	-4	326	1,553	-477	-23.50%	
Tax Above CVA Tax due to Clawback	2	20,761	19,253	19,316	-966	-65	0	19,730	477	2.48%	
Total Subject to Capping	3	21,795	21,283	21,353	-768	-69	326	21,283	0	0.00%	
At CVA Tax due to Exclude Options:											
Excluded, Previously CVA Tax	46	930,806	924,400	929,670	0	0	0	924,400	0	0.00%	
Total Excluded	46	930,806	924,400	929,670	0	0	0	924,400	0	0.00%	
Class Total	49	952,600	945,682	951,023	-768	-69	326	945,682	0	0.00%	
Total All Classes											
Capped by CVA Tax Limit, Phase-out Year 2	1	1,034	2,030	2,037	198	-4	326	1,553	-477	-23.50%	
Tax Above CVA Tax due to Clawback	2	20,761	19,253	19,316	-966	-65	0	19,730	477	2.48%	
Total Subject to Capping	3	21,795	21,283	21,353	-768	-69	326	21,283	0	0.00%	
At CVA Tax due to Exclude Options:											
Excluded, Previously CVA Tax	46	930,806	924,400	929,670	0	0	0	924,400	0	0.00%	
CVA Tax-Class is Excluded from Capping	296	3,488,076	3,514,269	3,524,071	0	0	0	3,514,269	0	0.00%	
Total Excluded	342	4,418,881	4,438,669	4,453,741	0	0	0	4,438,669	0	0.00%	
Grand Total	345	4,440,676	4,459,951	4,475,094	-768	-69	326	4,459,951	0	0.00%	

Application Copyright: Reamined Systems Inc. All Rights Reserved

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a by-law to approve a General Service Agreement with Commercial Credit Adjusters Ltd.)

WHEREAS on May 14, 2018, Council approved a report from L. Lindberg, Treasurer to award Commercial Credit Adjusters Ltd. the contract for third party collection services;

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

- 1. That the following agreement in the form of the schedule A attached to this by-law be approved for the Treasurer to sign and affix the Corporate Seal thereto:

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

READ THREE TIMES and finally passed in open Council this 28th day of May 2018.

R. Avis, Mayor

E. Slomke, Clerk

GENERAL SERVICE AGREEMENT entered into between the parties this 23rd day of May, 2018.

BETWEEN:

Commercial Credit Adjusters Ltd.
(hereinafter referred to as "CCA")

OF THE FIRST PART,

and

The Corporation of the Town of Fort Frances
(Legal Corporate Name)
Provincial Offences - Fort Frances Court Services Area
(hereinafter referred to as "the Client")

OF THE SECOND PART,

WHEREAS the Client wishes to retain the services of CCA for third party collection efforts; and
WHEREAS CCA wishes to perform third party collection services for the Client;
NOW THEREFORE, the parties agree as follows:

1.0 Service

1.1 The Client understands that CCA will make demands for payment to recover accounts placed with it for collection. This process may include, but is not limited to; telephone contact attempts and written notices that may indicate the account will be referred for escalation which could include legal action.

1.2 The Client may engage CCA to provide additional services as needed. Pricing for such services will be provided upon request.

2.0 Accuracy of Information

2.1 It is the Client's sole responsibility to ensure all information provided to CCA is true and accurate, including, but not limited to, supporting documentation, and CCA will rely on this information to be true and accurate.

3.0 Commission and Reporting of Direct Payments

3.1 Upon placing an account (s) for collection with CCA, the Client is bound and agrees to pay CCA a contingency fee in accordance with the rates set out below on any monies collected, regardless of when the payment is received and to whom the payment is made.

Commission Rate Structure (Canadian Accounts)

Commission Fees for: Commercial Accounts (on a per account basis)	Commission Fees for: Consumer Accounts (on a per account basis)
15.9% Flat Fee	15.9% Flat Fee
	23% on accounts > 2 nd Placement/ reassigned (if the account has payment plan by another agency)
	Add 5% to the accounts that go legal (this will be if both parties agree to move forward)
Add 5% to accounts that go legal	180120-1
All legal fees and disbursements are to be paid by the aforementioned Client	

3.2 The Client acknowledges that in order for CCA to comply with current government legislation, it **MUST** maintain up-to-date and accurate Information on all accounts, therefore, the Client agrees to promptly report to CCA any and all payments and communications received by them from the debtor. The Client further acknowledges that any attempt by CCA to collect accounts with inaccurate balances is an offense and contrary to the provisions of the legislation which governs CCA's activities in each Province and Territory. Any failure on the part of the Client to report such information may result in the termination of this Agreement.

4.0 Terms of Payment

4.1 CCA will provide to the Client a monthly statement of net proceeds, detailing the following:

- (a) All monies collected, whether paid to CCA or directly to the Client;
- (b) A summary of what is due to CCA and/or what is owed to the Client;

4.2 The monthly statement shall be sent out to the Client on or before the 15th day of the following month.

4.3 Payment for commissions owed to CCA plus applicable GST is due 30 days from the statement date.

5.0 Litigation Services

5.1 If an account requires the commencement of a legal proceeding, CCA will follow this chronological procedure:

- (a) Request the Client's authorization to pull searches to determine assets that could be attached to the Judgment for enforcement remedies. The Client understands and agrees to pay for the costs for these searches which will be billed on the monthly statement regardless of whether or not legal action proceeds on the account.
- (b) Notify the debtor of our intention to recommend legal action;
- (c) Recommend and send an Authorization to commence legal proceeding to the Client;
- (d) Upon receipt of the signed Authorization from the Client, notify the debtor that we have received written Authorization from the Client to proceed with legal action and advise the debtor of our intention to proceed.

5.2 The Client acknowledges that there is a cost associated with litigation and agrees to pay for all legal costs, including, but not limited to, searches, lawyer's fees, court filing costs, service costs and lawyer's disbursements which will be billed periodically, and which will be reflected on the Client's monthly statement. The Authorization will provide the estimated legal costs and anticipated enforcement remedy available.

5.3 The Client acknowledges that there will be additional legal costs in the event a defence and/or counterclaim is filed by or on behalf of the debtor and the legal fees charged will be billed on an hourly rate based on the regular hourly rate of the lawyer handling the litigation.

5.4 The Client further acknowledges and agrees to pay for unforeseen additional legal costs that may be incurred for enforcement proceedings, which CCA will attempt to describe to the Client before proceeding and only upon obtaining the Client's approval.

6.0 Account Information

6.1 Reporting to the Credit Bureaus

CCA provides data to both Canadian credit reporting agencies which, in the collection process, provides a particular benefit to the Client and to CCA in that the debtor's payment history with the Client is exposed to future financial transactions with other credit grantors and which may motivate the debtor to pay the debt more quickly.

(a) By indication set out below, the Client acknowledges whether or not it wishes to have its accounts, which are placed with CCA for third party collections, to be reported to the credit reporting agencies as unpaid collection items.

- ☒ YES, we request our information be reported
☐ NO, we do not wish our information to be reported

(b) The Client acknowledges that it is the Client's sole responsibility to ensure the information provided is true and accurate.

6.2 Interest

The client acknowledges that if it has a legal and valid pre-existing Agreement with the debtor to charge interest, then;

- ☐ YES, the account(s) should continue to accrue interest at the annual interest rate of ____% and calculated Monthly ☐ or Daily ☐ as Simple ☐ Compounding ☐ or Periodic ☐
☒ NO, the account(s) should not continue to accrue interest.

7.0 Indemnity

7.1 The Client will indemnify and save harmless CCA, its officers, employees and agents, from and against any claims, liabilities, demands, costs, expenses and causes of action of any nature whatsoever that may be made against CCA arising out of any breach or failure to perform any provision of this Agreement by the Client, its employees or agents.

7.2 This section shall survive the expiration or termination of this Agreement.

8.0 Escalation and Dispute Resolution

8.1 Any dispute between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance by either party hereunder, or with respect to any other matter which is specified in this Agreement to go to dispute resolution, will be resolved as specified in this section.

(a) Upon written request of either party, CCA's Account Manager and the Client's Primary or Secondary Contact (collectively the "Coordinators") will discuss the issues of the dispute for the purpose of endeavouring to resolve such dispute.

(b) The Coordinators will discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. During the course of such negotiation, all reasonable requests made by either party to the other for non-privileged information, reasonably related to these terms and conditions, will be honoured in order that each of us may be fully advised of the other's position. The specific format for such discussions will be left to the discretion of the Coordinators but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party.

(c) If the Coordinators cannot resolve the dispute within five (5) days or such further time frame as is mutually agreeable to the Coordinators, the dispute will be referred to the Client's President, CEO or applicable Executive Manager and CCA's President and/or CEO (collectively "Executives") for their review and resolution. The Executives will communicate with each other within five (5) days of the referral by the Coordinators for the purpose of resolving the dispute.

8.2 Neither party will initiate formal proceedings for the resolution of such dispute until the earlier of:

- (a) The Executives' joint written conclusion that amicable resolution through continued negotiation is unlikely;
- (b) sixty (60) days after the written referral to such Executives was made; or
- (c) thirty (30) days before the limitations period governing any such cause of action relating to such dispute would expire.

8.3 To the extent not prohibited by applicable law, the parties agree that written or oral statements or offers of settlement made in the course of the dispute resolution process set forth in this section:

- (a) Will be confidential information;
- (b) Will not be offered into evidence, disclosed, or used for any purpose other than the dispute resolution process; and
- (c) Will not constitute an admission or waiver of rights.

8.4 This section shall survive the expiration or termination of this Agreement.

9.0 Governing Law and Attornment

9.1 This Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of Manitoba, without regard to its conflict of laws' provisions, and the federal laws of Canada applicable therein. Subject to Section 9 hereof, each Party hereby

- (a) irrevocably attorns to the exclusive jurisdiction of the courts of Manitoba for the purpose of any suit, action or other proceeding arising out of this Agreement, the subject matter hereof or any of the transactions contemplated hereby brought by either Party or its successors or assigns,
- (b) waives, and agrees not to assert, by way of motion, as a defence or otherwise, in any such suit, action or proceeding, to the fullest extent permitted by applicable law, that the suit, action or proceeding is brought in an inconvenient forum, that the venue or the suit, action or proceeding is improper, or that this Agreement, or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by such courts,
- (c) waives the right to trial by jury of any such suit, action or proceeding, and
- (d) waives any right, claim, or entitlement to any punitive or exemplary damages whatsoever, except as otherwise provided in this Agreement.

9.2 This section shall survive the expiration or termination of this Agreement.

10.0 Confidentiality

The terms (including pricing) and conditions of this Agreement are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.

11.0 Contact Information**12.1 The Client**

Address: 320 Portage Ave

City: Fort Frances Provinces: Ontario Postal Code: P9A 3P9

Phone Number: (807) 274-1676 Fax Number: (807) 274-0446

Contact Name: Lisa Sheppard Contact Title: POA Co-Ordinator

Contact Phone: (807) 274-1676 Contact Email: lsheppard@fortfrances.ca

Name of Authorized Signing Officer: Laure Lindberg Title: Treasurer Email: llindberg@fortfrances.ca

12.2 CCA

Address: 317 Donald Street Suite 300

City: Winnipeg : Manitoba Postal Code: R3B 2H6

Phone Number: 204-958-5850 Fax Number: 204-958-5859

Contact Name: Blue Hodges Contact Title: National Sales Manager

Contact Phone: 204-926-3151 Contact Email: bhodges@CCA.ca

By signing this General Service Agreement, the Client acknowledges they are an authorized Officer of the Client and have the authority to sign this General Service Agreement. The Client hereby accepts and understands the terms and conditions set out in this General Service Agreement.

**The Corporation of the Town of Fort Frances
Provincial Offences – Fort Frances Court Services Area**



Signature


Laurie Lindberg, Treasurer

Print Name & Title

May 23, 2018

Date

Commercial Credit Adjusters Ltd.



Signature

Blue Hodges/National Sales Manager

Print Name & Title

May 23, 2018

Date

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a by-law to approve an agreement with Miller Environmental Corporation to host Household Hazardous Waste Events in Fort Frances)

WHEREAS on May 14, 2018, Council awarded a tender (No.18-OF-04), on the recommendation of the Operations & Facilities Executive Committee, for Municipal Special or Hazardous Waste (MSHW) Services to host Household Hazardous Waste Event in Fort Frances on Saturday September 15, 2018.

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

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

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

READ THREE TIMES and finally passed in open Council this 28th day of May 2018.

R. Avis, Mayor

E. Slomke, Clerk

SCHEDULE 2

AGREEMENT

THIS AGREEMENT made this 16 day of April, 2018.

BETWEEN:

Miller Environmental Corporation
(Herein sometimes referred to as the "Tenderer" or the "Contractor")

- And -

The Corporation of the Town of Fort Frances
(The "Town")

Whereas the Contractor has represented to the City or Town that the Contractor is well able to perform the Work described in the Tender Documents for the respective Total Unit Price(s), Total Prices, and for the Year(s) quoted by the Tenderer in the Tender.

Now therefore the Contractor and the City or Towns (herein sometimes referred to as the "Parties") undertake and agree as follows:

1. The Tenderer shall perform and complete the Work:
 - (a) To, and for, the benefit and satisfaction of each City or Town, in accordance with the Tender Documents;
 - (b) For the Year(s), and for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.

3. The City or Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by actual measured quantities in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. Each City or Town shall pay on account thereof upon the approval of the City Manager, Operations and Facilities Division (in the Tender Documents the City or Town Manager, Operations and Facilities Division is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.
4. If any City or Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
 - (a) The Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Tenderer or the Tenderer's business or any part thereof; or
 - (b) A petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
 - (c) The Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet gradation specifications, or to meet delivery dates, or otherwise)

Any City or Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Tender Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the City or Town.

8. The municipality reserves the right, without cause and without penalty, to assign the contract to Stewardship Ontario with a minimum 60 days notice.
9. The municipality shall reserve the right, without cause and without penalty, to assign the requirements for payment of any or all parts of the contract to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable. Should this occur, the successful Proponent shall apply to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable for payment for any of the MHSW items that have been assigned to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable. All of the same Terms and Conditions of payment that apply to the municipality shall apply to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable should any of these items be assigned to Stewardship Ontario.
10. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:
 - (a) Delivered personally;
 - (b) Sent by prepaid courier service or mail
 - (i) In case of notice to the Town, as follows:

Town of Fort Frances
 320 Portage Avenue
 Fort Frances, ON
 P9A 3P9
 (807)274-5323
 Fax No. (807)274-8479

- (ii) In case of the Contractor, as follows:

Miller Environmental Corporation
1803 Hekla Ave
Winnipeg, MB
R2R 0K3

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

Ballard
Witness to signature of Tenderer

WFE
If a corporation, the person signing has the authority to bind such corporation

Print name of Witness:

Cindy Allard

PRINT NAME AND TITLE OF PERSON SIGNING:

Annette Woodroffe, Sales + Marketing Rep

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

Miller Environmental Corporation

Address of Witness:

1803 Hekla Ave
Winnipeg, MB R2R0K3

Address of Contractor:

1803 Hekla Ave
Winnipeg, MB R2R0K3

Phone Number of Witness:

204-925-9600

Phone Number of Contractor:

204-925-9600

Fax Number: *204-925-9601*

Cell Number: *204-299-8198*

The Corporation of the Town of Fort Frances

per: _____

per: _____
I/we have authority to bind the Town.

SCHEDULE 3

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, Miller Environmental Corporation
shall and does hereby agree and confirm that:

1. It is aware that all of the City or Town's place great importance on the compliance with and adherence to the Occupational Health and Safety Act (the "Act") and the safety standards and policies of all authorities having jurisdiction;
2. All Work performed by the Tenderer or on its behalf shall be in conformity with the Act and the construction, health, and safety standards and policies of all authorities having jurisdiction;
3. The Tenderer and its employees, personnel, contractors, subcontractors, agents and/or representatives are knowledgeable and well versed in and with the requirements of, the Act and the safety procedures required for during the performance and completion of the Work;
4. All persons involved with the Work shall be required to wear proper safety equipment at all times; and
5. The Tenderer shall be solely responsible for, and the Tenderer shall not hold nor seek to hold the City or Town responsible in any way for, any violations of the Act or the failure of the Tenderer to comply with and adhere to the safety standards and policies of any and all authorities having jurisdiction.

SIGNATURE OF CONTRACTOR:

C. Allard
Witness to signature of Tenderer

[Signature]
If a corporation, the person signing has authority to bind such corporation

Print name of Witness:

CINDY ALLARD

PRINT NAME AND TITLE OF PERSON SIGNING:

Annette Woodroffe, Sales & Marketing Rep

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

Miller Environmental Corporation

Address of Witness:

1803 Hekla Ave

Winnipeg, MB R2R0K3

Address of Contractor:

1803 Hekla Ave

Winnipeg, MB R2R0K3

Phone Number of Witness:

204-925-9600

Phone Number of Contractor:

204-925-9600

Fax Number: 204-925-9601

Cell Number: 204-299-8190

The Corporation of the Town of Fort Frances
per: _____

per: _____

I/We have authority to bind the Town.

Date: _____, 2018

TOWN OF FORT FRANCES

BY-LAW NO. xx~18

(Being a by-law to authorize the execution of an agreement with Makkinga Contracting & Equipment Rentals for Mill Road Overpass Rehabilitation and 2018 Road Reconstruction awarded through the public tender process)

WHEREAS on May 14, 2018 Council approved a report from T. Rob, Manager of Operations & Facilities which awarded Mill Road Overpass Rehabilitation & Reconstruction and 2018 Road Reconstruction, Watermain and Sewer Improvements (18-OF-03) to Makkinga Contracting & Equipment Rentals;

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

- 1. That the award of a contract under Tender 18-OF-03, identified as Schedule “A” attached hereto in the form of an agreement forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 14th day of May 2018.

R. Avis, Mayor

E. Slomke, Clerk

Town of Fort Frances
 Mill Road Bridge Overpass Rehab
 and 2018 Road Reconstruction
 Contract 18-OF-03

FORM OF TENDER

Section 00300

Page 1 of 12

1.0 TENDER FOR THE CONSTRUCTION OF

**Mill Road Bridge Overpass Rehabilitation and Reconstruction
 and
 2018 Road Reconstruction, Watermain, and Sewer Improvements
 Tender No. 18-OF-03**

1.1 TENDER PRICE

Tender By:

1876118 Ontario Ltd. o/a Makkinga Contracting & Equipment Rentals
 Contractor

570 Squier Place, Thunder Bay, ON P7B 6M2
 Address

May 1, 2018
 Date

hereinafter called the "Tenderer"

To: **The Corporation of the Town of Fort Frances
 320 Portage Avenue
 Fort Frances, Ontario
 P9A 3P9**

Hereinafter called the "Owner"

1.1.1 (We), the undersigned, having fully examined the locality and Place of the Work, having fully investigated the conditions of the Work, having read and understood the Contract Documents (comprised of the tendering information, supplementary general conditions, general conditions, specifications and drawings, including all supplements, addenda and revisions to same to the date of this tender) and having secured all of the information necessary to enable the submission of this tender, hereby agree and offer to perform the totality of the Work described in the Contract Documents, in accordance with the Contract Documents, for the total Tender Price (including H.S.T.) of:

Three Million, Three Hundred and Forty-Eight Thousand, One Hundred
 and Ten----- 90/100 (\$3,348,110.90)

1.2 CONTINGENCIES AND ALLOWANCES

- 1.2.1 We agree that the Tender Price includes the contingency sum of \$150,000.00 and no part of this sum shall be expended without the written direction of the Contract Administrator, and any part not so expended shall be deducted from the Contract Price.

1.3 QUANTITIES

- 1.3.1 The Tender Price is compiled from the Schedule of Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the unit prices in the schedule.

1.4 ADDITIONS AND DEDUCTIONS

- 1.4.1 The Tenderer agrees that, if this tender is accepted by the Owner:

- (i) it will carry out any additional or extra work (including the supplying of any additional Products pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract; and,
- (ii) the carrying out of any work referred to in paragraph (i) above or the issuance by the Contract Administrator of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive, affect or vary any of the terms of the Contract or of an Contract Change Order previously issued by the Contract Administrator or any of the rights of the Owner or of the Contract Administrator under the Contract.

- 1.4.2 The Tenderer agrees that, if this tender is accepted by the Owner the prices applicable to work referred to in paragraph 1.3.1 above shall be determined as follows:

- (i) The Schedule of Tender Prices shall apply where applicable;
- (ii) If the above Schedule is inapplicable the prices shall be determined in accordance with the General Conditions as amended by the Supplementary General Conditions.

- 1.4.3 The Tenderer agrees that it is not entitled to payment of the Contingency Allowance except for work carried out by him in accordance with the Contract

and only to the extent of such work, as authorized by the Contract Administrator in writing and as previously approved by the Owner.

1.5 ADDENDA

- 1.5.1 We agree that we have received Addenda1..... to4..... inclusive, and the tender price includes for the provisions set out in such Addenda.

1.6 CONTRACT TIME

- 1.6.1 We agree to commence the Work by May 22nd, 2018 (the commencement date) and to proceed continuously to the completion date of October 19th, 2018.
- 1.6.2 The contractor may advance the above noted commencement date to suit scheduling and local weather conditions. There will be no changes to the completion date other than as noted in the general conditions.
- 1.6.3 Surface course paving for Mill Road Contract Item B.003 Superpave 12.5 with an estimated quantity of 975 tonne and Contract Item B.019 Pavement Markings Surface shall be completed within the year 2019 and prior to June 15th, 2019.
- 1.6.4 The Contractor will be required to advertise substantial completion of the project at the initial completion date of October 19th, 2018, and after surface course paving and line painting in 2019.

1.7 TENDER ITEM REFERENCES AND DELETIONS

- 1.7.1 Where in the Form of Tender under the column headed OPS Spec. No., a number is shown, such number shall be taken to mean and refer to the Ontario Provincial Standard Specifications (OPSS).
- 1.7.2 Where in the Form of Tender under the column headed OPS Spec No., the initials "SP" appear, such initials shall be taken to mean and refer to the "Special Provisions".
- 1.7.3 For those Tender items noted with an asterisk * in the Schedule of Tender Prices are considered to be provisional items and the Owner may delete all or a portion of the item price to Contract award without affecting the remaining Contract prices, without penalty or recourse.
- 1.7.4 The Owner reserves the right to delete all or any portion of the work prior to Contract award without affecting the remaining Contract prices, without penalty or recourse.

1.8 SCHEDULE OF TENDER PRICES

Section 00300

A. For those Tender Items identified by the notation (P) in the "Unit" column, measurement is by Plan Quantity. Tender items not identified by the notation (P) actual measurement for payment will be made in the stipulated Unit or Lump Sum as specified in the contract.						
ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
MILL ROAD OVERPASS						
Section A - Structural						
Part A.1 (Bridge Deck Paving)						
A.101	308	Tack Coat	525.0	m ²	\$ 8.00	\$ 4,200.00
A.102	510, SP	Removal of Asphalt Pavement from Concrete Surfaces on Structures	416.0	m ²	\$ 25.00	\$ 10,400.00
A.103	510, SP	Removal of Asphalt Pavement (Full Depth on Approaches)	109.0	m ²	\$ 5.00	\$ 545.00
A.104	310, SP	Superpave 12.5 (1 lift - 75mm lift)	97.0	t	\$ 285.00	\$ 27,645.00
Part A.2 (Structural)						
A.201	904, SP	Concrete in Parapet Walls (Local Full-Depth Repair)	0.1	m ³	\$ 23,000.00	\$ 2,300.00
A.202	905, SP	Stainless Steel Reinforcing Bar (For Concrete End Dams)	0.2	t	\$ 25,000.00	\$ 5,000.00
A.203	914, SP	Bridge Deck Waterproofing	416.0	m ²	\$ 125.00	\$ 52,000.00
A.204	920, SP	Deck Joint Assemblies, Modification	24.0	m	\$ 5,500.00	\$ 132,000.00
A.205	928, SP	Concrete Removal - Partial Depth, Type A (Curb face and Sidewalk on Deck)	0.9	m ²	\$ 3,000.00	\$ 2,700.00
A.206	928, SP	Concrete Removal - Partial Depth, Type C (Abutment Faces)	6.9	m ²	\$ 1,500.00	\$ 10,350.00
A.207	928, SP	Concrete Removal - Full-Depth (Locally at Parapet Walls)	0.1	m ³	\$ 25,000.00	\$ 2,500.00
A.208	928, SP	Concrete Removal - Deck Joint Assemblies	3.1	m ³	\$ 10,000.00	\$ 31,000.00
A.209	930, SP	Concrete Patches, Formed Surface (Abutment Faces, Sidewalk Curb Refacing)	1.0	m ³	\$ 17,000.00	\$ 17,000.00
A.210	905, SP	Stainless Steel Mechanical Connectors	14.0	ea	\$ 280.00	\$ 3,920.00
A.211	932, SP	Joint Seal	18.2	m	\$ 480.00	\$ 8,736.00

* Provisional Item

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
Part A.3 (Miscellaneous)						
A.301	511, SP	Rip Rap (Including Geotextile) and Removal of Ditch Liner at Drain Pipe Outlets	86.0	m ²	\$ 170.00	\$ 14,620.00
A.302*	905, SP	Reinforcing Steel Bar	0.10	t	\$ 24,000.00	\$ 2,400.00
A.303*	905, SP	Stainless Steel Reinforcing Steel Bar	0.15	t	\$ 26,000.00	\$ 3,900.00
A.304*	928, SP	Concrete Removal - Partial Depth, Type A (Top of Deck and Approach Slabs)	52.5	m ²	\$ 600.00	\$ 31,500.00
A.305*	930, SP	Concrete Patches, Unformed Surface (Top of Deck and Approach Slabs)	5.3	m ³	\$ 3,230.00	\$ 17,119.00
A.306	802, SP	Topsoil, Imported	30.0	m ³	\$ 33.00	\$ 990.00
A.307	804, SP	Seed and Erosion Control Blanket	300.0	m ²	\$ 4.50	\$ 1,350.00
Part A.4 (Environmental)						
A.401	SP	Environmental Protection incl. Erosion and Sediment Control Plan	100%	LS	\$ 1,500.00	\$ 1,500.00
A.402	SP	Management of Effluent from Concrete Cutting/Grinding	100%	LS	\$ 6,000.00	\$ 6,000.00
Total Section A - Structural						\$ 389,675.00
MILL ROAD OVERPASS						
Section B - Grading						
B.001	206, SP	Earth Excavation (Grading)	4,678	m ³ (P)	\$ 12.00	\$ 56,136.00
B.002*	SP	Geogrid (Terrafix TBX 3000 or Equivalent)	3,694	m ²	\$ 6.00	\$ 22,164.00
B.003	310, SP	Superpave 19.0 (Binder Course) 70mm	1,220	t	\$ 231.00	\$ 281,820.00
B.004	310, SP	Superpave 12.5 (Surface Course) 55mm	975	t	\$ 233.00	\$ 227,175.00
B.005	310, SP	Hot Mix HL4 Asphalt (Bike Path & Misc Behind Curb) 50 mm	120	t	\$ 285.00	\$ 34,200.00
B.006*	310, SP	Temporary Hot Mix HL4 Asphalt for Detour Lane	70	t	\$ 325.00	\$ 22,750.00
B.007	314, SP	Granular 'A'	4,315	t	\$ 25.00	\$ 107,875.00

* Provisional Item

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
B.008	314, SP	Granular 'B' (Type 2)	6,000	t	\$ 27.00	\$ 162,000.00
B.009	351, SP	Concrete Sidewalk	95	m ²	\$ 156.00	\$ 14,820.00
B.010	SP	Tactile Strips (OPSD 310.039) 610x1.83m	3	ea	\$ 265.00	\$ 795.00
B.011	353, SP	Curb and Gutter (Machine Layed) OPSD 600.010	111	m	\$ 140.00	\$ 15,540.00
B.012	353, SP	Curb and Gutter (Machine Layed) OPSD 600.040	482	m	\$ 120.00	\$ 57,840.00
B.013	353, SP	Curb and Gutter, Repairs, Remove and Replace (Hand Form & Pour OPSD 600.010)	43	m	\$ 215.00	\$ 9,245.00
B.014	510, SP	Removal of Asphalt Pavement (Full Depth)	7,586	m ² (P)	\$ 4.00	\$ 30,344.00
B.015*	510, SP	Removal of Temporary Asphalt on Detour Lane (Full Depth)	570	m ² (P)	\$ 4.00	\$ 2,280.00
B.016	510, SP	Removal of Curb and Gutter	636	m(P)	\$ 17.00	\$ 10,812.00
B.017	510, SP	Removal of Concrete Sidewalk	95	m ²	\$ 17.00	\$ 1,615.00
B.018	510, SP	Removal of Steel Beam Guide Rail	108	m	\$ 25.00	\$ 2,700.00
B.019	511, SP	Rip Rap (Including Geotextile)	9	m ²	\$ 140.00	\$ 1,260.00
B.020	721, SP	Steel Beam Guide Rail	108	m	\$ 345.00	\$ 37,260.00
B.021	206, SP	Ditch Cleanout (8th Avenue and Mill Road)	205	m	\$ 45.00	\$ 9,225.00
B.022	421	600 Dia CSP Aluminized Driveway Culverts (8th Avenue)	18	m	\$ 400.00	\$ 7,200.00
B.023	710, SP	Pavement Markings - Binder	1	LS	\$ 14,500.00	\$ 14,500.00
B.024	710, SP	Pavement Markings - Surface	1	LS	\$ 15,000.00	\$ 15,000.00
B.025	706, SP	Traffic Control & Signage	1	LS	\$ 31,000.00	\$ 31,000.00
B.026	SP	Portable Temporary Traffic Signals	2.0	ea	\$ 11,725.00	\$ 23,450.00
B.027	539, SP	Temporary Traffic Protection System	1.0	LS	\$ 35,000.00	\$ 35,000.00
B.028	Section 02930	100 mm Topsoil and Sod	835	m ²	\$ 18.00	\$ 15,030.00
B.029	SP	Boulevard Works Stripping and Removal	1	LS	\$ 1,875.00	\$ 1,875.00
B.030	804, SP	Hydro Seeding (Hydraulic)	1	LS	\$ 5,050.00	\$ 5,050.00
Total Section B - Grading						\$ 1,255,961.00

* Provisional Item

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
MILL ROAD OVERPASS						
Section C - Storm Sewers						
C.001	510, SP	Remove Existing Catchbasins and Ditch Inlets	8	ea	\$ 600.00	\$ 4,800.00
C.002	510, SP	Remove Existing Manholes	1	ea	\$ 600.00	\$ 600.00
C.003	510, SP	Remove Existing 300 mm Storm Sewer Leads	163	m	\$ 30.00	\$ 4,890.00
C.004	510, SP	Remove Existing 1200 mm Storm Sewer	24	m	\$ 60.00	\$ 1,440.00
C.005	510, SP	Remove Existing 1600 mm Storm Sewer	32	m	\$ 67.00	\$ 2,144.00
C.006	510, SP	Remove Existing 400 and 600 mm CSP Culvert	45	m	\$ 30.00	\$ 1,350.00
C.007	407, SP	Storm Manhole #1 (1+670 Lt)	1	LS	\$ 32,000.00	\$ 32,000.00
C.008	407, SP	Storm Manhole #2 (2+145 Lt)	1	LS	\$ 9,000.00	\$ 9,000.00
C.009	407, SP	Catchbasins	7	ea	\$ 4,000.00	\$ 28,000.00
C.010	407, SP	Ditch Inlet Catchbasins	2	ea	\$ 3,500.00	\$ 7,000.00
C.011	410	300 mm Catchbasin Leads	152	m	\$ 180.00	\$ 27,360.00
C.012	410	450 mm Storm Sewer	55	m	\$ 295.00	\$ 16,225.00
C.013	410	1200 mm Storm Sewer	24	m	\$ 4,200.00	\$ 100,800.00
C.014	410	1600 mm Storm Sewer	32	m	\$ 4,500.00	\$ 144,000.00
C.015	SP	Connect to Existing 300 mm Storm Leads	7	ea	\$ 650.00	\$ 4,550.00
C.016	SP	Connect to Existing 400 mm Storm Sewer	1	ea	\$ 3,000.00	\$ 3,000.00
C.017	SP	Connect to Existing 1200 mm Storm Sewer	2	ea	\$ 4,500.00	\$ 9,000.00

* Provisional Item

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
C.018	SP	Connect to Existing 1600 mm Storm Sewer	2	ea	\$ 4,500.00	\$ 9,000.00
C.019	408, SP	Rebuild and Adjust Existing Catchbasin Frames and Grates	14	ea	\$ 800.00	\$ 11,200.00
C.020	SP	Supply and Install Adjustable San. Manhole Covers	3	ea	\$ 2,000.00	\$ 6,000.00
C.021	405	150 mm Subdrain (Rigid)	196	m	\$ 80.00	\$ 15,680.00
C.022	405	150 mm Subdrain (Flex)	85	m	\$ 20.00	\$ 1,700.00
C.023*	410, SP	Remove and Replace Existing 1200 CSP Storm Sewer to Ex. Outlet Location	15	m	\$ 2,000.00	\$ 30,000.00
C.024*	410, SP	Remove and Replace Existing 1600 CSP Storm Sewer to Ex. Outlet Location	17	m	\$ 2,500.00	\$ 42,500.00
Total Section C - Storm Sewers						\$ 512,239.00
<u>MILL ROAD OVERPASS</u>						
<u>Section D - Watermain</u>						
D.001	510, SP	Remove 150 mm Watermain	241	m	\$ 30.00	\$ 7,230.00
D.002	510, SP	Remove 300 mm Watermain	204	m	\$ 30.00	\$ 6,120.00
D.003	441, SP	150 mm Water Valve and Box	3	ea	\$ 2,500.00	\$ 7,500.00
D.004	441, SP	300 mm Water Valve and Box	1	ea	\$ 6,100.00	\$ 6,100.00
D.005	441, SP	150 mm Watermain	114	m	\$ 410.00	\$ 46,740.00
D.006	441, SP	300 mm Watermain	107	m	\$ 575.00	\$ 61,525.00
D.007	510, 441, SP	Remove & Replace 19mm Dia Water Services	4	ea	\$ 3,000.00	\$ 12,000.00
D.008	510, 441, SP	Remove & Replace 38 mm Dia Water Service	1	ea	\$ 3,800.00	\$ 3,800.00
D.009	510, 441, SP	Remove & Replace Hydrant Set and Lead	1	ea	\$ 18,000.00	\$ 18,000.00
D.010	441, SP	Temporary Water Service	1	LS	\$ 10,000.00	\$ 10,000.00
D.011*	SP	Watermain Bedding Upgrade (Crushed Stone)	221	m	\$ 40.00	\$ 8,840.00
D.012*	SP	Rigid Styrofoam Insulation (50mm Thick)	60	m ²	\$ 45.00	\$ 2,700.00
Total Section D - Watermain						\$ 190,555.00

* Provisional Item

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
Section E - Miscellaneous Sanitary and Stormworks						
E.001	407, SP	Sanitary Manhole Replacement (Scott @Minnie)	1	LS	\$ 18,500.00	\$ 18,500.00
E.002	407, SP	Sanitary Manhole Improvement (Church @Minnie) Gate Valve Installation	1	LS	\$ 15,000.00	\$ 15,000.00
E.003	407, SP	Sanitary Manhole Installation/Improvement (Nelson @ Minnie)	1	LS	\$ 17,000.00	\$ 17,000.00
E.004*	410, SP	50 mm HDPE Forcemain (Front @ Minnie Avenue Development)	1	LS	\$ 16,000.00	\$ 16,000.00
E.005*	410, SP	Twin 100 mm Dia. PVC Storm Services	1	LS	\$ 16,000.00	\$ 16,000.00
Total Section E - Miscellaneous Sanitary and Stormworks						\$ 66,500.00
Section F - Miscellaneous Waterworks						
F.001	441, SP	Frennette Ave Watermain (Directional Drill)	1	LS	\$ 55,000.00	\$ 55,000.00
F.002*	441, SP	1530 Kings Hwy Water Service (Directional Drill)	1	LS	\$ 15,000.00	\$ 15,000.00
F.003*	441, SP	Front @ Minnie Avenue Development Water Service	1	LS	\$ 5,900.00	\$ 5,900.00
F.004	510, 441, SP	Remove and Replace Hydrant Sets and Leads	4	ea	\$ 14,500.00	\$ 58,000.00
F.005	441, SP	Remove and Replace 150 mm Diameter Valve and Box	4	ea	\$ 6,500.00	\$ 26,000.00
F.006*	441, SP	Supply and Install 300 mm Hydrant Extensions (Provisional)	6	ea	\$ 1,500.00	\$ 9,000.00
Total Section F - Miscellaneous Waterworks						\$ 168,900.00
Section G - General						
G.001		Bonds & Insurance	1	LS	\$ 46,800.00	\$ 46,800.00
G.002		Mobilization & Demobilization	1	LS	\$ 170,300.00	\$ 170,300.00
G.003	SP	Contract Administrators Site Trailer	1	LS	\$ 10,000.00	\$ 10,000.00
G.004	SP	Project Sign Board	1	LS	\$ 2,000.00	\$ 2,000.00
G.005		Contingency Allowance (\$50,000 Structure - \$100,000 Roadworks)	1	LS	\$ 150,000.00	\$ 150,000.00
Total Section G - General						\$ 379,100.00

* Provisional Item

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
SUMMARY OF TENDER PRICES						
MILL ROAD OVERPASS						
Section A - Structural						\$ 389,675.00
Section B - Grading						\$ 1,255,961.00
Section C - Storm Sewers						\$ 512,239.00
Section D - Watermain						\$ 190,555.00
Section E - Miscellaneous Sanitary and Stormworks						\$ 66,500.00
Section F - Miscellaneous Waterworks						\$ 168,900.00
Section G - General						\$ 379,100.00
TOTAL MILL ROAD OVERPASS						\$ 2,962,930.00
SUB-TOTAL						\$ 2,962,930.00
13% HST						\$ 385,180.90
TOTAL TENDER PRICE						\$ 3,348,110.90

1.9 DECLARATIONS OF TENDERER

1.9.1 The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed Contract for which this tender is made.

1.9.2 The Tenderer declares that this tender is made without any connection, comparison of figures or arrangement with, or knowledge of, any other corporation, firm or person making a tender for the same Work and is in all respects fair and without collusion or fraud.

1.10 CONDITIONS OF TENDER

1.10.1 This tender is irrevocable from the official closing time and is unconditionally open for acceptance for 60 days after the official closing time, whether any other tender has been previously accepted or not.

1.11 DISCLAIMER

1.11.1 The Tenderer agrees and acknowledges there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced the Tenderer to submit this tender, or on which reliance is placed by the Tenderer, or which affects this tender.

1.12 SIGNING OF TENDERS

Dated at _____ this ____ day of _____ 2018.

 Signature of Tenderer, Title

 Signature of Witness

 Signature of Tenderer, Title

 Signature of Witness

NOTE: In the case of a tender submitted by a Corporation, the signatory or signatories warrant as follows:

“I/We have authority to bind the Corporation.”

“If the tender is submitted by an individual or partnership, it is deemed to be given under seal.”

Town of Fort Frances
 Mill Road Bridge Overpass Rehab
 and 2018 Road Reconstruction
 Contract 18-OF-03

FORM OF TENDER

Section 00300

Page 12 of 12

ACCEPTED BY THE CORPORATION OF THE TOWN OF FORT FRANCES THIS _____

DAY OF _____ 2018.

 Signature

 Name and Title

 Signature

 Witness

 Name and Title

 Name and Title

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a By-Law to authorize the sale of certain municipal lands to 1995031 Ontario Ltd. - *Municipal Act, 2001*, S.O. 2001, c.25.)

WHEREAS Council, on January 8, 2018 approved the offer to purchase from 1995031 Ontario Ltd. to purchase certain property be accepted;

AND WHEREAS in accordance with the by-law 23/95, the property was declared surplus to the needs of the municipality by resolution, with notice provided in local newspaper and listing on Council agenda.

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

1. That property legally described as Pcl 11-1 Sec SM129; Lt 12 PL SM129 McIrvine; Lt 13 PL SM129 McIrvine; Lt 14 PL SM129 McIrvine; Pt Lt 11 PL SM129 McIrvine being the Sly 17ft; Pt Lane PL SM129 McIrvine Closed by FF1408 abutting the Sly 17 ft of Lt 11, and Lots 12, 13 and 14 and the E Limit of Lt 15, PL SM129; Fort Frances (PIN 56017-0427) as set out in the form of Agreement of Purchase and Sale between 1995031 Ontario 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 28th day of May 2018.

R. Avis, MAYOR

E. Slomke, CLERK

Agreement of Purchase and Sale

This Agreement of Purchase and Sale dated this day of May, 2018.

BUYER, ... 1995031 Ontario Ltd., agrees to purchase from
(Full legal names of all Buyers)

SELLER, ... The Corporation of the Town of Fort Frances (the "Seller" or the "Town"), the
following **REAL PROPERTY** (the "Property"):

Address not municipally assigned, legally described as Pcl 11-1 Sec SM129; Lt 12 PL SM129 Mclrvine; Lt 13 PL SM129 Mclrvine; Lt 14 PL SM129 Mclrvine; Pt Lt 11 PL SM129 Mclrvine being the Sly 17 ft; Pt Lane PL SM129 Mclrvine Closed by FF1408 abutting the Sly 17 ft of Lt 11, and Lots 12, 13 and 14 and the E Limit of Lt 15, PL SM129; Fort Frances (PIN 56017-0427).

PURCHASE PRICE (the "Purchase Price"): One Hundred Ninety Three Thousand Five Hundred Dollars (CDN\$) \$193,500.00.

DEPOSIT: Buyer submits Upon Acceptance One Thousand Dollars (CDN\$) \$1,000.00 by negotiable cheque payable to the Town to be held by the Town pending completion or other termination of this Agreement and to, subject to the terms and conditions contained in this Agreement of Purchase and Sale (the "Agreement"), be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Town within 24 hours of the acceptance by the Seller of this Agreement. The parties to this Agreement hereby acknowledge and agree that no interest shall be paid to or for the benefit of the Buyer on such deposit.

Buyer agrees to pay the balance of the Purchase Price to the Seller on the completion date, subject to any increase or decrease by virtue of adjustments (if any), in accordance with and as set out in Schedule A ("Schedule A") attached to and forming part of this Agreement.

Notwithstanding anything contained in this Agreement, this Agreement is subject to the terms and conditions set out in Schedule A attached to and forming part of this Agreement. In the event of any inconsistency between the terms of Schedule A and the body of this Agreement, the terms of Schedule A shall govern.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until. 5pm on the 29th day of May, 2018, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
2. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:00 p.m. on or before the 31st day of May, 2018 (herein sometimes referred to as the "completion date" or the "closing date"). Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Agreement.
3. **NOTICES:** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

Fax No.: 807-274-8479 Fax No.:
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: ... Islomke@fortfrances.ca... Email Address: ... janbeazley@gmail.com

(For delivery of Documents to Seller)

(For delivery of Documents to Buyer)

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



4. **CHATELS INCLUDED:** none, vacant land

Unless otherwise stated in this Agreement or any schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** There are no fixtures, the Property is vacant land

6. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: not applicable, vacant land

7. **HST:** If the sale of the Property (real property as described above) is subject to Harmonized Sales Tax (HST) then such tax shall be in addition to the Purchase Price, and HST shall be collected and remitted in accordance with the applicable legislation, provided that no HST will be collected if Buyer provides to the Seller, on or before closing, a warranty that the Buyer is registered under the Excise Tax Act ("ETA") together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form, and an undertaking and indemnity in favour of the Seller in respect of any HST payable in form and substance satisfactory to Buyer. The foregoing warranty shall not merge but shall survive the closing of the transaction contemplated in and by this Agreement.

8. **TITLE SEARCH:** Buyer shall be allowed until 5:00 p.m. on May 29, 2018 (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property and that the property may be used for and zoned to permit the use of the property for multi-unit residential condominium housing. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer (Seller and Buyer are herein sometimes collectively referred to as the "Parties") agree that there is no representation or warranty of any kind that the future intended use of the Property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the Property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice is made in writing to Seller or to the fact the Property may not be used for and zoned to permit the use of the Property for multi-unit residential condominium housing, and which Seller is unable or unwilling to remove, remedy, or satisfy and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to root of title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



Page 2 of 9

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L.4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the Property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the Property.**
14. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the Property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall be prepared in registrable form at the expense of Buyer, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990 and any amendments thereto.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the Property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 and any amendments thereto unless Seller's spouse has executed the consent hereinafter provided.
23. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
24. **AGREEMENT IN WRITING:** This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
25. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the Property is located.
26. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof I have hereunto set my hand and seal:

in the presence of:

1995031 Ontario Ltd.

(Witness) per _____ * DATE _____
Grace A. Cridland, President (Seal)

(Witness) per _____ * DATE _____
Janice D. Beazley, Secretary (Seal)

I/We have authority to bind the Corporation

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



I, the Undersigned Seller, agree to the above offer.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof I have hereunto set my hand and seal:
in the presence of:

The Corporation of the Town of Fort Frances

(Witness) per: _____ * DATE _____
R. Avis, Mayor (Seal)

(Witness) per: _____ * DATE _____
E. Slomke, Clerk (Seal)

I/We have authority to bind the corporation.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



Schedule A

This Schedule A is attached to and forms part of the Agreement of Purchase and Sale between **BUYER**, 1995031 Ontario Ltd., and **SELLER**, The Corporation of the Town of Fort Frances.

1. Buyer shall pay the balance of the Purchase Price on the closing date to the Seller's lawyer by bank draft or certified cheque drawn on Buyer's lawyer's trust account.
2. Notwithstanding anything contained in this Agreement, it is understood and agreed by Buyer and Seller as follows:
 - (a) Buyer acknowledges and agrees that the Property is unserviced vacant land, and that Buyer is purchasing the Property on an "as is" basis, without representation or warranty of any kind whatsoever from the Seller as to fitness or condition (environmental or otherwise);
 - (b) Buyer acknowledges and agrees that the Property is within an area of the Town that is subject to site plan control, and, further, that development of the Property will be subject to a site plan control agreement (the "Site Plan Agreement"), all as may be required and satisfactory to the Town;
 - (c) Buyer covenants and undertakes:
 - (i) that Buyer shall, forthwith upon completion of the purchase and sale transaction contemplated in and by this Agreement, make application for building and other permits (collectively, the "Permits") and enter into a Site Plan Agreement as may be required by the Seller for the construction ("Construction"), in and on the Property, of the buildings and improvements (collectively, the "Development") shown generally on the site plan (the "Site Plan") attached to and forming part of this Agreement as **Schedule B**, and submit such plans and specifications (which plans and specifications must comply with the Ontario Building Code) as required therefor; and
 - (ii) that Buyer shall commence Construction (in accordance with the Permits, the Site Plan, and Site Plan Agreement), of the Development in and on the Property within 12 months of the date of this Agreement (or such other later date as both parties may agree in writing)

all of which undertakings shall survive and not merge in the closing of the purchase and sale transaction hereby provided for, nor in the conveyance of ownership of the Property by the Seller, but shall, notwithstanding the closing and any investigation by the Buyer, remain in full force and effect subsequent to the completion date;

- (d) If the Buyer fails to fulfill the Buyer's obligations as set out in paragraph 3(c) of this Schedule A, then, notwithstanding the transfer of the Property to the Buyer or otherwise, and in addition to any other rights and remedies of or available to the Seller and whether by law, statute, equity, or otherwise, it is understood and agreed that the Buyer shall at Seller's option, within 90 days of receiving notice ("Notice") from the Seller to do so, transfer ("Transfer"), at no cost or expense to the Seller, the Property to the Seller free and clear of all registered charges, liens, and encumbrances whatsoever (except for any charges or encumbrances registered by or in favour of the Seller), and Seller agrees to pay to the Buyer the sum of \$193,500.00 for and in respect of such Transfer of the Property to the Seller, and no more, notwithstanding any monies spent or things, work, or improvements, or otherwise done or made by the Buyer or anyone else in or to the Property or otherwise (any and all such any monies spent or things, work, or improvements, or otherwise done

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

or made by the Buyer or anyone else in or to the Property or otherwise are herein sometimes collectively referred to as "Improvements"). Neither any Improvements nor any cost or expense therefor or otherwise shall be nor need to be paid or reimbursed or paid by the Seller to the Buyer or otherwise, except for the \$193,500.00; all Improvements shall, upon payment of \$193,500.00, be forfeited to, and be and become the property of the Seller upon the Transfer of the Property to the Seller; and

(e) for greater certainty, but without limitation, the transaction contemplated in and by this Agreement does not include any services, sidewalk, curb works, or other improvements to be done or completed by Seller as same are the responsibility of the Buyer.

4. The purchase and sale transaction contemplated in and by this Agreement, and the closing thereof, shall be conditional upon the following conditions being performed or fulfilled by the completion date unless a different date is specified in this paragraph 4 of this Schedule A (which conditions have been inserted in this Agreement solely for the benefit of the Buyer and may be waived at any time by written notice accordingly to the Seller), namely, the Seller having provided, to the Buyer, on or before May 25, 2018, written confirmation that:

(a) the zoning of the Property permits, generally, the use of the Property for multi-unit residential condominium housing and, more particularly, the Development shown on the Site Plan;

(b) upon the Buyer having:

(i) submitted, to the Seller, a properly completed application (using the Seller's standard form therefor) for a building permit and such plans and specifications (which plans and specifications must comply with the Ontario Building Code) as required by the Seller therefor, accompanied by the Seller's fees therefor; and

(ii) executed and returned to the Seller a Site Plan Agreement as may be required by the Seller [which Site Plan Agreement will contain (among other things), provisions to address Town concerns regarding storm water management control and sediment control during Construction, and provisions which provide for the deposit by the Buyer of \$17,500.00, and a deposit by the Seller of \$17,500.00 (which Seller's \$17,500.00 is acknowledged as being provided pursuant to the Town's community improvement by-law/fund), to be maintained and held by the Seller for the purpose of and in order to guarantee compliance by the Buyer with all obligations and conditions on its part to be performed and observed in and under the Site Plan Agreement and to be released to the Buyer after completion of the Development and it being confirmed and certified that the Buyer has fulfilled and completed all obligations and conditions required to be fulfilled and completed by Buyer in and by the Site Plan Agreement]

the Seller will, within a reasonable time, issue a building permit or permits for the Development so that the Buyer may proceed with the Construction of the Development which will consist of two separate structures (a 4 plex and a 3 plex) with setbacks as noted on Schedule B.

In the event that the condition set out in this paragraph 4 of this Schedule A has not been satisfied or the Buyer has not satisfied itself with respect to same within the time period set out (namely, by on or before May 25, 2018), then the purchase and sale transaction hereby provided for shall not close, this Agreement shall terminate, the deposit shall be returned to the Buyer, and neither of the parties shall have any claim against the other arising out of or pursuant to this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

5. The covenants of the Buyer contained herein shall run with the Property, and bind the Property and the Buyer for the benefit of the lands and premises of the Seller, and shall survive and not merge in the closing of the purchase and sale transaction hereby provided for, nor in the conveyance of ownership of the Property by the Seller, but shall, notwithstanding the closing and any investigation by the Buyer, remain in full force and effect subsequent to the completion date.

6. The Buyer shall pay and be responsible for the Seller's costs and expenses with respect to or in relation to the preparation of this Agreement, the purchase and sale of the Property, the rezoning of the Property done prior to the execution of this Agreement in relation to the Property, and any matters or things relating thereto, and any other costs and expenses (which shall include, without limitation, rezoning fees, Site Plan Agreement and any other costs relating to site plan control, all Seller's legal fees and disbursements on a full indemnity basis, and all HST thereon) in any way respecting or related to, or resulting from, this Agreement, any rezoning done prior to the execution of this Agreement relating to the Property, or any matter or thing resulting from or contemplated in or by same.

7. This Agreement may be accepted and/or amended by facsimile or scanned electronic/email transmission, and any amendments and/or signatures and/or initials, and/or otherwise done by or via facsimile or scanned electronic/email transmission shall be good and valid as if original.

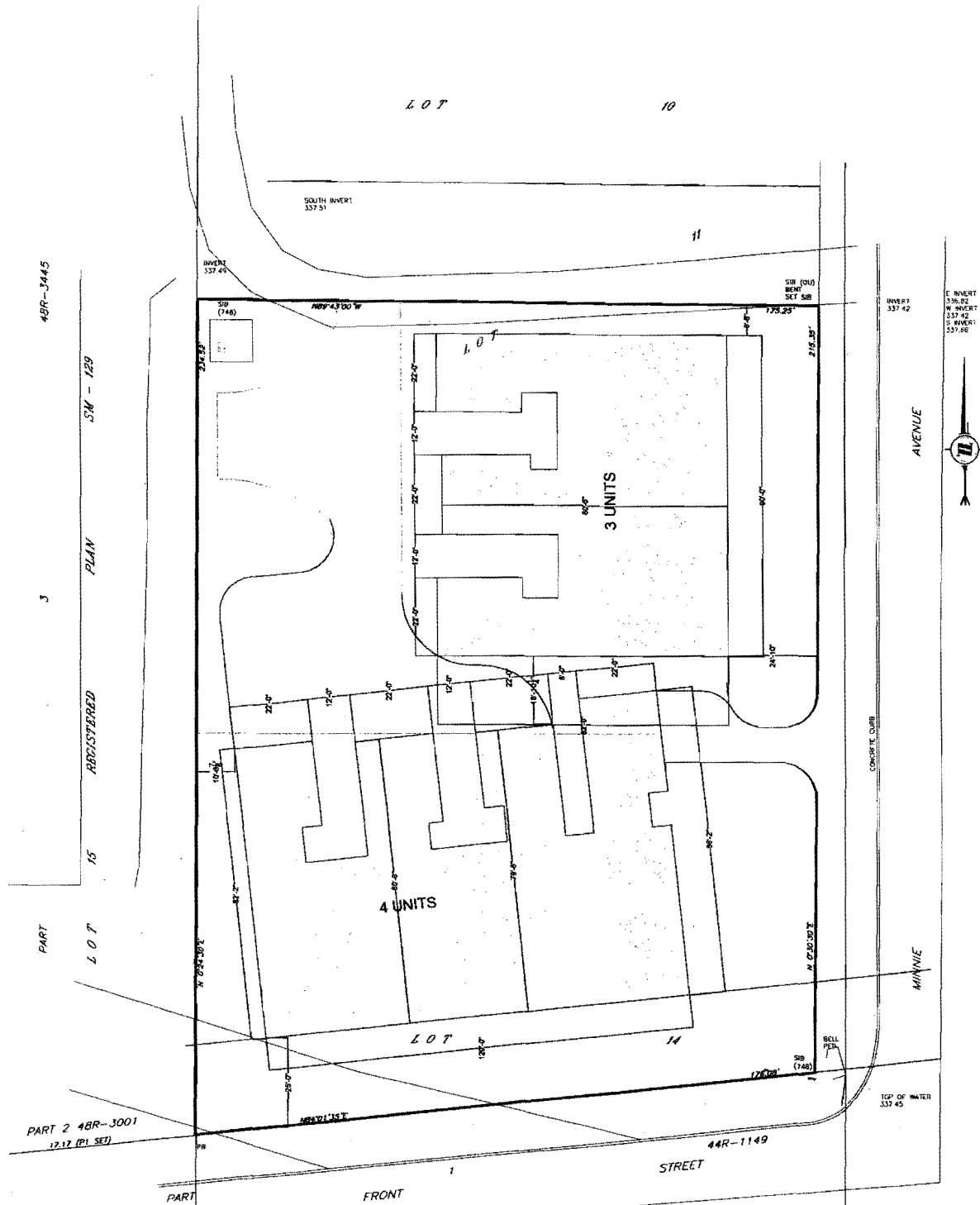
INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



Schedule B



INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a by-law to authorize entering into an agreement with Infrastructure Ontario with respect to the purchase of certain lands – the *Municipal Act, 2001*, c. 25, S.O. 2001.)

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25, (the "Act") at section 9, provides that "a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act";

AND WHEREAS the Act, at section 10, subsection (1), provides that "a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public".

AND WHEREAS the Act, at section 10, subsection (2), provides that a single-tier municipality may pass by-laws respecting matters including public assets acquired for the purpose of exercising its authority under this or any other Act; economic, social and environmental well-being of the municipality; and services and things that the municipality is authorized to provide under subsection (1).

AND WHEREAS on May 14th, 2018, Council received a report from the Clerk and gave direction to proceed with the purchase of certain land from Infrastructure Ontario for future development and expansion of the adjacent Fort Frances Community Clinic.

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

1. That the Agreement of Purchase and Sale (D1049071) with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure, said document in the form of Schedule "A" attached hereto and forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 28th day of May 2018.

R. Avis, Mayor

E. Slomke, Clerk

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

as “**Vendor**”

and

THE CORPORATION OF THE TOWN OF FORT FRANCES

as “**Purchaser**”

DRAFT

AGREEMENT OF PURCHASE AND SALE

TABLE OF CONTENTS

SECTION 1 DEFINITIONS.....1

SECTION 2 AGREEMENT OF PURCHASE AND SALE4

SECTION 3 DEPOSIT / PAYMENT OF PURCHASE PRICE4

SECTION 4 HARMONIZED SALES TAX.....5

SECTION 5 "AS IS WHERE IS", PURCHASER’S INSPECTION PERIOD, AND ENVIRONMENTAL INDEMNITY5

SECTION 6 VENDOR'S CONDITIONS9

SECTION 7 SALE APPROVAL9

SECTION 8 CLASS EA REQUIREMENTS / ABORIGINAL CLAIMS/ SECTION 42 EXPROPRIATION ACT APPROVAL10

SECTION 9 RISK11

SECTION 10 VENDOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS12

SECTION 11 PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS12

SECTION 12 SEVERANCE.....13

SECTION 13 REFERENCE PLAN14

SECTION 14 TITLE.....14

SECTION 15 NO ASSIGNMENT15

SECTION 16 PARTICIPATION AGREEMENT [DIRECT DEALS ONLY]15

SECTION 17 PREPARATION OF TRANSFER/DEED DOCUMENTS AND FEES/COSTS16

SECTION 18 VENDOR'S LEGAL FEES AND APPRAISAL COSTS16

SECTION 19 TENDER.....16

SECTION 20 ADJUSTMENTS17

SECTION 21 ELECTRONIC REGISTRATION17

SECTION 22 CLOSING DELIVERABLES.....17

SECTION 23 NOTICE19

SECTION 24 CONFIDENTIALITY.....19

SECTION 25 GENERAL20

SECTION 26 IRREVOCABLE PERIOD21

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE
(hereinafter collectively called the “Vendor”)

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES
(hereinafter called the “Purchaser”)

OF THE SECOND PART

RECITALS:

- A. The Vendor is the owner in fee simple of the property defined as the “Property” in Section 1.01(oo) of this Agreement.
- B. OILC confirms that it is the designated agent of the Vendor.
- C. The Purchaser has offered to purchase the Property from the Vendor and the Vendor has agreed to sell the Property to the Purchaser on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

DRAFT

SECTION 1
DEFINITIONS

1.01 Definitions

Unless the context expressly or by necessary implication indicates a contrary meaning, the terms defined in this Section 1.01 for all purposes of this Agreement, shall have the meanings set out below:

- (a) “Affiliate” has the meaning set out in the *Business Corporations Act*, R.S.O. 1990, c.B. 16.
- (b) “Agreement” means collectively, this agreement of purchase and sale, all Schedules attached hereto and every properly executed instrument which by its terms amends, modifies or supplements this Agreement.
- (c) “Adjustments” means the adjustments to the Purchase Price provided for and determined pursuant to this Agreement.
- (d) “As Is Where Is” has the meaning ascribed to it in Section 5.01.
- (e) “Assignee” has the meaning ascribed to it in Section 15.02.
- (f) “Applicable Laws” means, collectively, all statutes, laws, by-laws, regulations, ordinances and orders of any governmental Authority, including without limitation all Land Use Regulations.
- (g) “Authority” means any governmental or quasi-governmental authority, regulatory authority, government department, agency, commission, board, tribunal, body or department, or any court, whether federal, provincial or municipal, having jurisdiction over the Property, or the use thereof.
- (h) “Buildings” means, individually or collectively, as the context requires, all buildings, structures and fixed improvements located on, upon or under the Lands, and all

improvements and fixtures of the Vendor contained in, upon or on such buildings and structures which are used in the operation of same, but excluding all buildings, structures, fixtures and improvements which are not owned by the Vendor, and “**Building**” means any one of the Buildings.

- (i) “**Business Day**” means any day on which the Government of Ontario normally conducts business.
- (j) “**Chattels**” means, collectively, the equipment, inventory, supplies and other chattels owned by the Vendor as of the Closing Date, located at the Lands or Buildings, and used in the maintenance, repair and operation of the Property, if any, all of which are listed in Schedule C to this Agreement.
- (k) “**Class EA**” means the Class Environmental Assessment Process for the Ministry of Infrastructure as it applies to OILC realty activities (being as at the date of this Agreement the “Ministry of Infrastructure Public Work Class Environmental Assessment (Office Consolidation)”, as approved April 28, 2004 and amended on September 11, 2008 and on October 31, 2012), as approved, amended, or renewed from time to time by the Minister of the Environment and Climate Change pursuant to Section 14 of the *Environmental Assessment Act*, R.S.O. 1990, c. E.18.
- (l) “**Class EA Requirements**” has the meaning ascribed to it in Section 8.01.
- (m) “**Closing**” means the closing of the Transaction, including without limitation the payment of the Purchase Price and the delivery of the closing documents in accordance with the provisions of this Agreement.
- (n) “**Closing Date**” means the day which is fifteen (15) Business Days next following the later of (i) the date the Purchaser waives or satisfies its condition(s) contained in Section 5 of this Agreement, and (ii) the date that the Vendor fulfills its condition(s) contained in Section 6, or any extension thereof pursuant to the terms hereof.
- (o) “**Contaminant**” has, for the purposes of this Agreement, the same meaning as that contained in the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, and shall include the requirements of any and all guidelines and/or policies issued by the Ontario Ministry of the Environment and Climate Change and/or the Ministry of Labour.
- (p) “**Crown Right Request**” has the meaning ascribed to it in Section 12.01.
- (q) “**Date of Acceptance**” means the date the Vendor approves and accepts this Agreement.
- (r) “**Deposit**” has the meaning ascribed to it in Section 3.01.
- (s) “**Environmental Law**” means, collectively, all Applicable Laws and agreements with governmental Authorities and all other applicable federal and provincial statutes, municipal and local laws, common law and deed restrictions, all by-laws, regulations, codes, licences, permits, orders, directives, guidelines, decisions rendered by any governmental Authority relating to the protection of the environment, natural resources, public health, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance, and all authorizations issued pursuant to such Applicable Laws, agreements or statutory requirements.
- (t) “**Environmental Objection**” has the meaning ascribed to it in Section 5.02.
- (u) “**Environmental Reports**” means the reports relating to the environmental condition of the Lands and/or Buildings as identified in Schedule E.
- (v) “**Extended Period**” has the meaning ascribed to it in Section 12.07.
- (w) “**Further Class EA Extension Period**” has the meaning ascribed to it in Section 8.02(d)(i).
- (x) “**Further Extension Period**” has the meaning ascribed to it in Section 8.03(b).

- (y) “**Hazardous Substance**” includes, but is not limited to any hazardous or toxic chemical, waste, by-product, pollutant, contaminant, compound, product or substance, including without limitation, any Contaminant, asbestos, polychlorinated biphenyls, petroleum and its derivatives, by-products or other hydrocarbons and any other liquid, solid or gaseous material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of, which is prohibited, controlled or regulated by any and is defined in or pursuant to any Environmental Law.
- (z) “**Heritage Requirements**” has the meaning ascribed to it in Section 8.01(b).
- (aa) “**HST**” has the meaning ascribed to it in Section 4.01 of this Agreement.
- (bb) “**Initial Class EA Extension Period**” has the meaning ascribed to it in Section 8.02.
- (cc) “**Initial Extension Period**” has the meaning ascribed to it in Section 8.03.
- (dd) “**Initial Period**” has the meaning ascribed to it in Section 12.07.
- (ee) “**Inspection Period**” means that period of time which is thirty (30) days following the date the Vendor notifies the Purchaser that the Sale Approval has been obtained.
- (ff) “**Lands**” means the land(s) described in Schedule A.
- (gg) “**Land Use Regulations**” means collectively, any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property, including the existing Official Plans, zoning by-laws and zoning orders.
- (hh) “**Land Transfer Tax Affidavit**” has the meaning ascribed to it in Section 17.01.
- (ii) “**Lease**” means the lease to be entered into between the Purchaser as landlord and the Vendor or another provincial government ministry or agency, as tenant, if applicable, in the form attached hereto as Schedule D and to be effective as of the Closing Date.
- (jj) “**Municipality**” means the municipality (or municipalities) where the Property is located.
- (kk) “**OILC**” means Ontario Infrastructure and Lands Corporation.
- (ll) “**Open Data**” means data that is required to be released to the public pursuant to the Open Data Directive.
- (mm) “**Open Data Directive**” means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended.
- (nn) “**Permitted Encumbrances**” means, collectively, the encumbrances listed in Schedule B and any encumbrances created under the terms of this Agreement.
- (oo) “**Property**” means, collectively, all of the right, title and interest of the Vendor in and to each of the Lands, the Buildings, and the Chattels.
- (pp) “**Property Documents**” means the documents in OILC’s current possession related to the Property as set out in Schedule E and may include:
 - (A) plans, specifications and drawings for the Buildings, including architectural, structural and mechanical drawings, plans, specifications, test results from engineers, architects and others relating to the Property and related materials;
 - (B) executed copies of any Tenancy Agreements, assignable service contracts, operating agreements and management agreements;
 - (C) copies of assignable guarantees and warranties of materials, workmanship, labour and materials relating to the Property that are still in effect;

- (D) copies of building inspection reports, the Environmental Reports, heritage reports and archaeological reports relating to the Property; and
- (E) any plan of survey of the boundaries of the Property.
- (qq) **“Purchase Price”** means the total amount as set out in Section 2.01 that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the Adjustments.
- (rr) **“Purchaser’s Reports”** has the meaning ascribed to it in Section 5.06.
- (ss) **“Requisition Date”** has the meaning ascribed to it in Section 14.01.
- (tt) **“Sale Approval”** means the necessary internal governmental approvals required to dispose of the Property to the Purchaser including, but not limited to, the approval of the Lieutenant Governor-in-Council pursuant to Section 9 of the *Ministry of Infrastructure Act*, 2011 S.O. 2011, C. 9, Sched. 27 for the sale of the Property.
- (uu) **“Tenancy Agreements”** means all leases or licences, if any, to be assumed by the Purchaser which currently affect the Property and are listed in Schedule “B” of this Agreement.
- (vv) **“Transaction”** means, collectively, the purchase and sale of the Property provided for in this Agreement and all other matters contemplated in this Agreement.
- (ww) **“Vendor”** means Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure and includes, for the purpose of any exculpatory clause and indemnity included in this Agreement in favour of the Vendor, OILC, any ministries, agencies, representatives, servants, employees, agents, invitees, officers, directors, contractors and licensees of Her Majesty the Queen in right of Ontario and OILC, and their brokers, service provider(s) and any other entity over whom the Vendor or OILC may reasonably be expected to exercise control.

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SECTION 2 AGREEMENT OF PURCHASE AND SALE

- 2.01** The Vendor agrees to sell, transfer and assign to the Purchaser all of the right, title and interest of the Vendor in the Property and the Purchaser agrees to purchase, acquire and assume the Property from the Vendor for the Purchase Price of FIFTEEN THOUSAND SEVEN HUNDRED Dollars (\$15,700.00) that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the Adjustments on the Closing Date.

SECTION 3 DEPOSIT / PAYMENT OF PURCHASE PRICE

- 3.01** The Purchaser will pay to OILC in trust, by wire transfer, certified cheque or bank draft:
- (a) Upon the submission of this offer to purchase, a sum equal to ten percent (10%) of the Purchase Price as a deposit to be credited towards the Purchase Price on the Closing Date (the **“Deposit”**).
- 3.02** The parties authorize and direct OILC forthwith after the Date of Acceptance, to invest the Deposit with a Canadian bank as identified in *Schedule I* of the *Bank Act*, R.S., 1991, c. B.46 (Canada) in an interest bearing account (such investment to be available to OILC through its trust account bank and which investment allows liquidation of the investment as necessary for the anticipated Closing Date or earlier termination of this Agreement as herein provided). Any and all interest earned thereon shall accrue to the benefit of and, subject to Sections 3.03 and 5.03, be paid to the Purchaser forthwith following the Closing Date or earlier termination of this Agreement.
- 3.03** In the event that this Agreement is terminated due to a specific default by the Purchaser, then the Deposit, together with all interest accrued thereon, shall be forfeited to the Vendor as liquidated

damages and without derogating from any claims or causes of action the Vendor may have pursuant to this Agreement and at law against the Purchaser arising from the Purchaser's default.

- 3.04** If the Transaction is completed, the Deposit shall be credited against the Purchase Price due on Closing and all interest accrued thereon shall be paid to the Purchaser or as it may direct forthwith following Closing.
- 3.05** On Closing the Purchase Price shall be paid and satisfied as follows:
- (a) by release of the Deposit to the Vendor; and
 - (b) the balance of the Purchase Price, as adjusted pursuant to this Agreement shall be paid prior to 3:00 p.m. (Toronto time) on the Closing Date by the Purchaser to OILC in trust by way of certified cheque, bank draft or wire transfer. If payment is made by way of wire transfer, such payment shall be deemed to have been made when OILC's financial institution confirms receipt of such wire transfer.
- 3.06** This Agreement shall be completed on the Closing Date at the offices of OILC.

SECTION 4 HARMONIZED SALES TAX

- 4.01** The Purchase Price of the Property does not include the Harmonized Sales Tax ("HST") payable by the Purchaser in respect of the purchase of the Property pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E.15 (Canada) (the "Act"). Subject to Section 4.02, the Purchaser agrees to pay to the Vendor, on the Closing Date, as a condition of completion of this Transaction by wire transfer, certified cheque or bank draft, all HST payable as a result of this Transaction in accordance with the Act.
- 4.02** Notwithstanding Section 4.01 above, the Vendor shall not collect HST from the Purchaser in this Transaction if, on Closing, the Purchaser is registered under the Act and in that event, the Purchaser shall:
- (a) file returns and remit such HST to the Receiver General for Canada when and to the extent required by the Act; and
 - (b) provide to the Vendor, on the Closing Date, a certificate confirming that the Purchaser is registered under the Act for the purposes of collecting and remitting HST, and confirming its HST registration number under the Act, together with an indemnity in favour of the Vendor for any and all HST, fines, penalties, actions, costs, losses, claims, damages or expenses and/or interest which may become payable by, or assessed against, the Vendor as a result of the Vendor's failure to collect HST from the Purchaser on the Closing Date, such certificate and indemnity to be in a form satisfactory to the Vendor's solicitor, acting reasonably,

failing which the Purchaser shall pay to the Vendor on Closing the HST payable by the Purchaser with respect to this Transaction and the Vendor shall remit such HST to the appropriate Authority in accordance with the Act.

- 4.03** The Purchaser's obligations under this Section 4 shall survive and not merge on Closing.

SECTION 5 "AS IS WHERE IS", PURCHASER'S INSPECTION PERIOD, AND ENVIRONMENTAL INDEMNITY

- 5.01** The Purchaser acknowledges and agrees that:
- (a) in entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, including without limitation, the physical and environmental condition of the Property and a review of any documentation respecting the Property, and the Purchaser acknowledges it is not relying on any information furnished by the Vendor or any other person on behalf of, or at the direction of, the Vendor in connection therewith;

- (b) the Purchaser is purchasing and shall accept, assume and take title to the Property and any improvements thereon in an “As Is, Where Is” condition. The term “**As Is, Where Is**” means in its condition or state on the date of Closing without any agreement, representation or warranty of any kind whatsoever, either express or implied on the part of the Vendor, as to the condition of the soil, the subsoil, the ground and surface water or any other environmental matters, the condition of the Lands, suitability for development, physical characteristics, profitability, the condition of the Buildings, if any, or any other matter respecting the Property whatsoever, including without limitation, compliance with Environmental Law, the existence of any Hazardous Substance or Contaminant, the use to which the Property may be put and its zoning, the development potential of the Property or the ability of the Purchaser to obtain approvals with respect to the Purchaser’s intended development of the Property, or as to the accuracy, currency or completeness of any information or documentation supplied to the Purchaser in connection with the Property; and
- (c) the Vendor shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Property or the condition thereof.

Without limiting the foregoing, the Purchaser accepts, assumes and takes title to the Property subject to the land uses currently permitted on the Property by the applicable Land Use Regulations and the Purchaser shall not make and is not authorized by the Vendor to make, prior to completion of this Transaction, any applications to the Municipality or any governmental Authority for changes or variances to the uses currently permitted on the Property, including without limitation changes or variances to official plans and/or zoning by-laws applicable to the Property.

The provisions of this Section 5.01 shall survive and not merge on Closing.

- 5.02** During the Inspection Period, the Purchaser shall carry out whatever investigations it considers necessary to satisfy itself with respect to the condition of the soil, the subsoil, the ground and surface water or any other environmental matter relating to the Property, the condition of the Lands and the condition of the Buildings, including, without limitation, compliance with Environmental Law, the existence of any Hazardous Substance or Contaminant, or the use to which the Property may be put and its zoning.

If as a result of such investigations the Purchaser has or acquires evidence within the Inspection Period that there exists a condition of non-compliance with Environmental Law or the presence of a Hazardous Substance or Contaminant on, in, at, under, emanating from or onto the Property that would be in excess of the guidelines for any of the permitted uses under the current zoning by-law affecting the Property, the risk or presence of which the Purchaser is not prepared to assume, then the Purchaser shall, by written notice, provide such evidence to the Vendor within the Inspection Period by way of a report of a recognized and qualified environmental consultant who shall specify in detail the nature of the non-compliance, Hazardous Substance or Contaminant and quantify the remediation cost (collectively, an “**Environmental Objection**”). Upon receipt of an Environmental Objection, the Vendor may, at its option and in its sole discretion:

- (a) undertake, as the Purchaser’s sole and exclusive remedy, to take such actions, complete such work and/or implement such measures, in the Vendor’s sole discretion as to means and methods, as may be necessary to correct the matter of non-compliance prior to the Closing Date or as soon as reasonably possible after the Closing Date if compliance prior to Closing is not, in the Vendor’s opinion, reasonably possible;
- (b) credit the Purchaser, as the Purchaser’s sole and exclusive remedy, the quantified cost of correcting the matter of non-compliance as an adjustment to the Purchase Price, in which event the Purchaser shall, on Closing, expressly assume the obligation and undertake to correct the matter of non-compliance as soon as possible after the Closing Date and shall indemnify and save harmless the Vendor from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from the Purchaser’s failure to remediate the Hazardous Substance, Contaminant and/or matter of non-compliance;
- (c) terminate this Agreement in which event the Deposit shall, subject to Section 5.03, be returned to the Purchaser with accrued interest, and without further liability to the Vendor; or

- (d) refuse to do either (a), (b), or (c) above in which event the Purchaser shall have the option of either: (i) completing the Transaction without adjustment to the Purchase Price; or (ii) terminating this Agreement in which event the Deposit shall, subject to Section 5.03, be returned to the Purchaser with accrued interest, and without further liability to the Vendor.

The Vendor shall have ten (10) Business Days from receipt of the Environmental Objection to make its election under (a), (b), (c) or (d) above by notice in writing to the Purchaser and in the event the Vendor fails to make an election within said ten (10) Business Day period, the Vendor will be deemed to have elected option (d) above. The Purchaser shall have ten (10) days from the date of the Vendor's election or deemed election under (d) above to elect, by notice in writing to the Vendor, to terminate or complete as per paragraph (d) above and in the event the Purchaser fails to make an election within said ten (10) day period the Purchaser shall be deemed to have elected to complete the Transaction without adjustment to the Purchase Price.

- 5.03** During the Inspection Period, the Vendor will permit the Purchaser access to the Property, at reasonable times and upon a minimum of three (3) Business Days' prior written notice to the Vendor, to carry out, at the Purchaser's sole expense and risk, such investigations, tests and inspections as the Purchaser deems necessary, provided that the Purchaser takes all reasonable care in the conduct of such investigations, tests and inspections. All tests, investigations and inspections conducted by the Purchaser or its representatives shall be commenced and completed during the Inspection Period and shall be carried out as expeditiously as possible and at times and in such manner so as to not interfere with any tenants, occupants or licensees on the Property and the operation and maintenance of the Property. The Purchaser covenants and agrees to promptly repair or pay the cost of repair of any damage occasioned during or resulting from such investigations, tests and inspections of the Property conducted by the Purchaser or its representatives and to return the Property to the condition it was in prior to such investigations, tests and inspections. The Vendor assumes no responsibility for and the Purchaser shall indemnify and save harmless the Vendor from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from the Purchaser's and/or its agents' or consultants' presence on the Property or the Purchaser's and/or its agents' or consultants' activities on or in connection with the Property. The Vendor shall be entitled to deduct from the Deposit paid by the Purchaser hereunder the amount of any losses, costs, claims, third party actions, damages and expenses which the Vendor may suffer as a result of a breach of this Section 5.03. The obligations in this Section 5.03 shall survive termination of this Agreement and shall not merge on Closing.
- 5.04** The Purchaser shall be entitled to a maximum of three (3) inspections of the Property during the Inspection Period provided that the Purchaser provides the Vendor with a minimum of three (3) Business Days' prior written notice for each inspection.
- 5.05** The Vendor agrees to provide to the Purchaser, within five (5) days of the date of commencement of the Inspection Period, the Property Documents listed in Schedule E. The Purchaser acknowledges and agrees that: (i) the Property Documents are being provided to the Purchaser for informational purposes only and the Vendor makes no representations or warranties whatsoever with respect to the content, completeness or accuracy of the Property Documents, or the environmental or any other condition of the Property; (ii) the Vendor shall not be liable to the Purchaser, its agents, employees or lending institution in any way for any error, omission or inaccuracy contained in any Property Document; and (iii) as of the Closing Date, the Purchaser shall become solely liable for all conditions and Hazardous Substances and/or Contaminants existing at the Property, whether known or unknown by the Purchaser, and whether or not such conditions or Hazardous Substances and/or Contaminants are disclosed in the Property Documents or have been discovered by Purchaser in the course of its due diligence or other investigations or inspections of the Property.
- 5.06** The Purchaser covenants and agrees that the Property Documents provided by the Vendor and any and all third party reports, findings, recommendations, opinions and information resulting from the Purchaser's due diligence ("**Purchaser's Reports**") and the information contained therein are strictly confidential and the Purchaser represents and warrants that neither the Purchaser, its employees, agents, consultants, or lending institution, all of whom shall be bound by the same confidentiality obligations, will release the Property Documents, Purchaser's Reports or any of the information contained therein to any other individual, or corporation or to any federal, provincial, or municipal agency, institution or any other Authority, other than such disclosure as is necessary to permit proper evaluation of the Transaction by the Purchaser's lending institution, without the express written consent of the Vendor, and the Purchaser shall refuse all requests for such Property Documents, Purchaser's Reports and/or information in the

absence of the Vendor's express written consent, unless compelled to do so by any competent judicial or administrative Authority. If this Agreement is terminated for any reason, the Purchaser will promptly return to the Vendor all Purchaser's Reports and Property Documents without keeping copies. The Purchaser shall deliver to the Vendor forthwith following receipt, copies of any and all Purchaser's Reports the Purchaser commissions or obtains during the course of its investigations.

- 5.07** In the absence of the Purchaser delivering: (i) an Environmental Objection; and (ii) a notice to terminate the Agreement under Section 5.02(d), the Purchaser shall be conclusively deemed to accept the Property in its As Is, Where Is condition, having waived all requisitions concerning any matters relating to the Property, save for any valid requisition on title made prior to the expiry of the Requisition Date, and the Purchaser shall accept full responsibility for all conditions related to the Property, and the Purchaser shall comply, at its sole cost, with all orders relating to the condition of the Property issued by any competent government Authority, court or administrative tribunal, including any order issued against the Vendor including without limitation, any non-compliance with Environmental Law or relating to the existence of any Hazardous Substance or Contaminant.
- 5.08** As an inducement to, and as further consideration for, the Vendor agreeing to sell the Property to the Purchaser upon the terms and conditions set forth in this Agreement, the Purchaser covenants and agrees that, effective as of the Closing Date, the Purchaser shall forever release and covenant not to sue the Vendor and its affiliates, subsidiaries, related legal entities, employees, directors, officers, appointees and agents with respect to anything arising out of the environmental or any other condition of the Property or the presence of Hazardous Substances or Contaminants in, on, under, or emanating from or onto the Property, regardless of whether such environmental conditions or the presence of Hazardous Substances or Contaminants is known or unknown by the Purchaser and regardless of whether such condition is set forth in the Property Documents, the Purchaser's Reports or any other report, document or information discovered during the course of the Purchaser's due diligence or otherwise. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under Environmental Laws and claims for contribution.
- 5.09** The Purchaser shall be responsible for, and hereby agrees to indemnify, defend and save harmless the Vendor and its employees, directors, officers, appointees and agents from, any and all costs (including legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims), that may arise as a result of the condition of the Property, the presence of Hazardous Substances or Contaminants in, on or under the Lands, the Buildings or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from the Property), any order issued by any Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant. Without limiting the generality of the foregoing, this indemnification shall specifically cover costs incurred in connection with any claim for personal injury and/or death, property damage, investigation of site conditions and/or any clean-up, remedial, removal, monitoring or restoration work required by any federal, provincial, or local government agency or political subdivision because of the presence of Hazardous Substances, in, on or under the Lands, the Buildings or any environmental medium, structure or paved surface or emanating therefrom.
- 5.10** The parties agree to execute and exchange at the time of Closing such further documentation of the agreements herein contained as either party reasonably requests, including, but not limited to, an agreement whereby the Purchaser shall reaffirm the release, covenant not to sue and indemnifications regarding the condition of the Property and environmental matters set forth in this Section 5. Notwithstanding the foregoing, the release, covenant not to sue and indemnifications set forth in this Section 5 shall become effective and enforceable automatically upon the registration of the Transfer/Deed of Land in respect of the Property in favour of the Purchaser, and Purchaser shall be bound by them, regardless of whether or not Purchaser executes any separate instrument at the time of Closing.
- 5.11** INTENTIONALLY DELETED.
- 5.12** This Section 5 shall not merge but shall survive the Closing Date and shall be a continuing obligation of the Purchaser.

SECTION 6 VENDOR'S CONDITIONS

- 6.01** The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of each of the following conditions on or before the Closing Date or any earlier date or time specified in this Agreement:
- (a) the Vendor shall have obtained the Sale Approval pursuant to Section 7 of this Agreement;
 - (b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects at the times contemplated in this Agreement;
 - (c) the representations and warranties of the Purchaser set forth in this Agreement shall be true and accurate in all material respects as if made as of the Closing; and
 - (d) all documents and deliveries required to be executed and/or delivered by the Purchaser shall have been executed and delivered to the Vendor in accordance to this Agreement.
- 6.02** The conditions set forth in Section 6.01 are for the sole benefit of the Vendor and may be waived in whole or in part by the Vendor, or by its solicitors on its behalf, in the sole and absolute discretion of the Vendor by notice to the Purchaser. The conditions are conditions precedent to the obligation of the Vendor to complete this Agreement on the Closing Date.
- 6.03** If a condition set forth in Section 6.01 is not fulfilled within the applicable time period, if any, and the Vendor fails to notify the Purchaser or the Purchaser's solicitors that such condition has been waived or the time period for compliance has been extended within the applicable time period allowed, if any (save and except for any condition which is to be satisfied on the Closing in connection with which it is hereby agreed that upon successful completion of the Transaction, such condition shall be deemed to have been satisfied), at the Vendor's sole option, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and (i) in the event the Agreement is terminated as a result of the non-fulfilment of the condition set forth in Section 6.01(a), neither the Vendor nor the Purchaser shall, subject to Section 5.03, be liable to the other for any loss, costs or damages, and the Deposit shall, subject to Section 5.03, be returned to the Purchaser with interest and without deduction, and (ii) in the event the Agreement is terminated as a result of the non-fulfilment of any of the conditions set forth in Section 6.01(b), (c) or (d), the Deposit shall be forfeited to the Vendor as liquidated damages and without derogating from any claims or causes of action the Vendor may have pursuant to this Agreement and at law against the Purchaser arising from the Purchaser's default therein.

SECTION 7 SALE APPROVAL

- 7.01** The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of the following condition: within ninety (90) days from the Date of Acceptance, the Vendor shall have obtained the Sale Approval, which approval the Purchaser acknowledges may be arbitrarily and unreasonably withheld. The Vendor shall notify the Purchaser if and when such approval is obtained, and the date of such notification if obtained shall be the date of commencement of the Inspection Period.
- 7.02** The Purchaser agrees that should the Vendor be unable to satisfy the condition set out in Section 7.01 within the said ninety (90) day period, then the Vendor may, at its option and in its sole discretion, extend this time period for an additional ninety (90) days by notice in writing to the Purchaser within the initial ninety (90) day period.
- 7.03** The Purchaser acknowledges that any Sale Approval that the Vendor obtains with respect to the Property may be subject to the limitations stated therein, including but not limited to a limitation that such approval shall be valid for a specified period of time from the date of such Sale Approval (the "**Approval Term**"), in which event such Sale Approval shall cease to be valid on the date upon which the Approval Term concludes (the "**Expiry Date**"), or on such date that such other limitation(s), if any, is/are not met and satisfied. In the event that the Vendor shall have

obtained a Sale Approval for the Property in satisfaction of the condition set out in Section 7.01, and in the event that the completion of the Transaction has not occurred on or before the Expiry Date set out in such Sale Approval or such date that such other limitation(s), if any, is/are not met and satisfied, notwithstanding any waiver of the condition set out in Section 7.01, this Agreement shall then be null and void, and neither the Vendor nor the Purchaser shall, subject to Section 5.03, be liable to the other for any loss, costs or damages.

SECTION 8 CLASS EA REQUIREMENTS / ABORIGINAL CLAIMS / SECTION 42 EXPROPRIATION ACT APPROVAL

- 8.01** The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of the following condition on or before the Closing Date: the Vendor shall have completed the Class EA for the Property and the Transaction (collectively, the "Class EA Requirements"). For purposes of this condition, the Class EA Requirements shall, without limitation, include and be deemed to include the following specific requirements:
- (a) the requirements of the *Environmental Assessment Act*, R.S.O. 1990, c.E. 18, as approved, amended, or renewed from time to time, as they apply to the Property and the Transaction (the "Environmental Requirements"); and
 - (b) the requirements of the Standards & Guidelines for Conservation of Provincial Heritage Properties issued by the Ministry of Tourism, Culture and Sport pursuant to Section 25.2 of the *Ontario Heritage Act*, R.S.O. 1990, c.O.18, as approved, amended, or renewed from time to time, as they apply to the Property and the Transaction (the "Heritage Requirements").
- 8.02** Notwithstanding any other provision of this Agreement, the completion of the Transaction is subject to continuing compliance to the Closing Date with all Class EA Requirements. In the event that prior to the Closing Date:
- (a) any governing Authority makes or issues, or the Vendor receives any notice or communication from any governing Authority that it is considering whether to make or issue, any order or directive pursuant to the Class EA Requirements that necessitates that the Vendor, in addition to the actions and measures taken aforesaid, take other or different actions or measures to comply with the Class EA Requirements (including, without limitation, an order or directive requiring the Vendor to comply with Part II of the *Environmental Assessment Act*);
 - (b) a written request has been made to the Minister of the Environment, of which the Vendor has notice, that other or different measures be taken to comply with the Class EA Requirements;
- then the Vendor may, at its option and in its sole discretion, extend the Closing Date for at least an additional thirty (30) days (the "**Initial Class EA Extension Period**") by notice in writing to the Purchaser during which time the Vendor shall:
- (c) use reasonable efforts to determine whether the request in subsection (b) above has been satisfied or has been refused; and
 - (d) at its option and in its sole discretion, either:
 - (i) comply with such order or directive (as the same may be modified or withdrawn) at its own expense, in which event the Vendor may extend the Closing Date up to (but no more than) three times, for a further period of thirty (30) days each (for a maximum of ninety (90) days in the aggregate) (collectively, the "**Further Class EA Extension Period**"); or
 - (ii) within the Initial Class EA Extension Period or at any time within the Further Class EA Extension Period, terminate this Agreement by written notice to the Purchaser, in which case this Agreement shall be null and void and of no further force and effect and the Deposit and any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser and neither party shall be further liable

to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to Section 5.03 of this Agreement.

8.03 Notwithstanding any other provision of this Agreement, if at any time prior to the Closing Date the Vendor receives notification or otherwise becomes aware of any claim or potential claim whatsoever for an interest in respect of the Property, by any First Nation or other aboriginal group or individual, in relation to any constitutional right, treaty right, land claim, surrender agreement or consultation right, including, without limitation, an interest in the title to the Property, a right to the use of the whole or any part of the Property, a restriction on the use of the Property or any part thereof for any purpose, a restriction on access to the Property or any part thereof, a claim for compensation, arising out of any interest or claimed interest in the Property or a right of consultation in relation to the Property, then the Vendor may at its option and in its sole and unfettered discretion extend the Closing Date for at least an additional thirty (30) days (the "**Initial Extension Period**") by notice in writing to Purchaser during which time the Vendor shall:

- (a) determine in its sole and unfettered discretion if such claim, potential claim or interest is capable of being satisfied or whether appropriate releases can be obtained from all interested parties to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date free and clear of any such claim, potential claim or interest;
- (b) enter into arrangements which enable the Vendor to complete the sale of the Property in accordance with Section 8.03(a), for which purpose it may extend the Closing Date up to (but no more than) three times, for a further thirty (30) days each (for a maximum of ninety (90) days in the aggregate) (collectively, the "**Further Extension Period**"); or
- (c) within the Initial Extension Period or at any time within the Further Extension Period, have the right to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to Section 5.03 of this Agreement.

8.04 INTENTIONALLY DELETED.

8.05 If at any time prior to Closing, the Vendor receives notification or otherwise becomes aware of any requirements imposed by an Authority, including without limitation any additional Heritage Requirements, not otherwise contemplated in this Section 8 and with which the Vendor must comply as a condition of completing the Transaction, then the Vendor may at its option and in its sole and unfettered discretion extend the Closing Date up to three (3) times for a period of thirty (30) days each time (maximum ninety (90) days) by notice in writing to Purchaser during which time the Vendor shall:

- (a) determine in its sole and unfettered discretion if such requirement can be satisfied so as to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date; or
- (b) have the right, with or without a determination pursuant to subsection (a) above, to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and the Deposit plus any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to Section 5.03 of this Agreement

SECTION 9 RISK

9.01 Until completion of this Agreement on the Closing Date, the Property shall be and remain at the risk of the Vendor, except as otherwise provided in Section 5. The Purchaser acknowledges that the Vendor, in respect of damage to the Property, is self-insured. In the event of damage to the Property on or before the Closing Date (other than damage occasioned during or resulting from the Purchaser's and/or its agents, consultants or representatives entries and/or activities on or to the Property, in which event Section 5.03 shall govern), the Vendor may elect (i) to repair the Property to the same state and condition as it was in at the time this Agreement was entered into

in which event the Purchaser will complete the Transaction without an abatement in the Purchase Price; or (ii) to reduce the Purchase Price by an amount equal to the cost required to complete the repair as estimated by an independent qualified architect or engineer retained by the Vendor acting reasonably and at arm's length in which event the Purchaser will complete the Transaction and accept a price reduction equal to such cost, or (iii) to terminate this Agreement in which case the Deposit shall, subject to Section 5.03, be immediately returned to the Purchaser, with interest and without deduction, and neither party shall, subject to Section 5.03, have any further rights or obligations hereunder.

- 9.02** From and including the Closing Date, the Property shall be entirely at the risk of the Purchaser and the Purchaser shall accept and assume any and all responsibilities and liabilities arising out of or in any way connected with the Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, any state, nature, quality or condition in, on, under or near the Property existing as of the Closing Date, whenever and however arising, whether known or unknown and whether environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any governing Authority.

SECTION 10 VENDOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 10.01** The Vendor warrants and represents to the Purchaser that the Vendor is not a non-resident of Canada within the meaning and intended purpose of Section 116 of the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.).
- 10.02** Any information provided by the Vendor or its agents, including the Property Documents, and any comments made by the Vendor, its employees, officers, directors, appointees, agents or consultants are for the assistance of the Purchaser in allowing it to make its own inquiries. The Vendor makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of the Property Documents or any other information it has provided to the Purchaser.

SECTION 11 PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 11.01** The Purchaser warrants and represents to the Vendor that the Purchaser does not have a conflict of interest with the Vendor or OILC or with any of their respective directors, officers, appointees, employees or agents. The Purchaser agrees to provide a Statutory Declaration in the form attached hereto as Schedule F at the time of execution by the Purchaser of this Agreement. The Purchaser acknowledges that in the event that the information upon which the Statutory Declaration was provided has changed, the Purchaser shall inform the Vendor of such change up to and including the Closing Date.
- 11.02** The Vendor shall deliver and the Purchaser shall accept vacant possession of the Lands on the Closing Date in an As Is Where Is condition, subject to: (i) the rights of tenants and licensees as set out in the Tenancy Agreements, if any; (ii) the Permitted Encumbrances; and (iii) the Lease, if any.
- 11.03** As of the Closing Date, the Purchaser shall assume and be responsible as owner for the management and administration of the Property and the Vendor shall have no further responsibility whatsoever therefor.
- 11.04** Without limiting the generality of the foregoing, the Purchaser shall comply with the terms of the Permitted Encumbrances, any agreement entered into by the Vendor with any Authority relating to the Property, all other agreements relating to public utilities and municipal services, the Land Use Regulations, all relevant municipal by-laws and all registered restrictions. The Purchaser further agrees and acknowledges that it shall be bound by any contractual obligations which the Vendor may have entered into concerning the Property prior to the Closing Date.
- 11.05** On the Closing Date, the Purchaser will execute and deliver an Assignment, Assumption and Indemnity in the Vendor's standard form accepting, assuming and indemnifying the Vendor with respect to all such matters referred to in this Section 11.

SECTION 12 SEVERANCE

- 12.01** The Purchaser acknowledges that although the Vendor is entitled to invoke “Crown Right” to sever property (i.e. the ability of the Crown to divide land referenced under the subdivision control provisions of the *Planning Act*), the Vendor has elected to only invoke Crown Right (a) when it disposes of land to entities that include government or government related agencies; (b) when it acquires land for government or government related agencies, or (c) where requested to do so by the Municipality in which the Lands are located (a “Crown Right Request”).
- 12.02** Evidence of a Crown Right Request, if applicable in connection with the Transaction, shall be in the form of a letter from the Municipality’s Planning and Building Department, or other representative of the Municipality acceptable to the Vendor, requesting the Vendor to exercise its Crown Right in connection with the disposition of the Lands.
- 12.03** Notwithstanding the foregoing, if after preliminary discussions with the Municipality, the Vendor is of the opinion that it will not be requested to use its Crown Right and if the Vendor does not proceed pursuant to the provisions of Section 12.04, the Vendor shall have the right, in its sole, unfettered and subjective discretion, to terminate this Agreement by written notice to the Purchaser given on or before the Closing Date in which event the Deposit plus any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser, and neither party shall have any further obligation to the other respecting this Agreement.
- 12.04** If the Vendor does not terminate this Agreement in accordance with the provisions of Section 12.03, then the Vendor shall proceed with diligence with an application for consent to convey the Lands to the Purchaser pursuant the subdivision control provisions of the Planning Act, R.S.O. 1990, c. p.13 (a “**Consent**”) at the sole cost and expense of the Purchaser, which cost shall include all application fees, legal fees and disbursements, and all costs and expenses in connection with satisfying and/or complying with any conditions imposed as a condition of Consent (the “**Conditions**”). If so requested by the Vendor, the Purchaser shall cooperate with the Vendor in the application for Consent by attending at any hearings and making submissions, and/or executing any documents required as a condition of obtaining such Consent.
- 12.05** If a Consent by the appropriate body is not given or, if Consent is given but Conditions are attached which the Vendor in its sole, unfettered and subjective discretion is not prepared to satisfy or, if Consent is given but is appealed and the Vendor is not prepared in its sole, unfettered and subjective discretion to defend such appeal, then the Vendor shall have the right in its sole, unfettered and subjective discretion to terminate this Agreement by written notice to the Purchaser given on or before the Closing Date, and neither party shall have any further obligation to the other respecting this Agreement other than the Purchaser’s obligations pursuant to Section 5.03 of this Agreement.
- 12.06** If the Lands abut other lands owned by the Vendor and a Consent is obtained then in the absence of delivery of notice of termination by the Vendor as described in Section 12.05, this Agreement shall be completed on the later of:
- (i) the Closing Date;
 - (ii) five (5) days after notice is given to the Purchaser that the Consent is final and binding, if no Conditions have been imposed; or
 - (iii) five (5) days after notice is given to the Purchaser that the Conditions have been satisfied, if Conditions have been imposed.
- 12.07** Notwithstanding the foregoing, this Agreement may be terminated by the Vendor if the Consent is not final and binding or if any Conditions which have been imposed have not been satisfied within one hundred and eighty (180) days after the Date of Acceptance of this Agreement by the Vendor (the “**Initial Period**”). If the Consent is not final and binding or if any Conditions imposed have not been satisfied by such date, the Vendor may, at any time up to ten (10) days following the expiration of the Initial Period and/or each extension thereof, as the case may be, extend the time on one or more occasions to obtain the Consent in final and binding form or to satisfy any Conditions imposed, as the case may be, for further periods of time chosen by the Vendor upon notice to the Purchaser provided that the total number of days of extension do not exceed three hundred and sixty-five (365) days after the Date of Acceptance (the “**Extended**

Period”). If the Consent is not final and binding or if all Conditions have not been satisfied by the expiration of the Extended Period, this Agreement shall automatically be terminated, the Deposit plus any interest accrued thereon shall be returned to the Purchaser, and neither party shall have any further obligation to the other respecting this Agreement other than the Purchaser’s obligations pursuant to Section 5.03 of this Agreement.

12.08 Evidence of Consent shall be in the form of:

- (a) a final unconditional Consent of the Committee of Adjustment or Land Division Committee for the Municipality authorizing the Consent, which is not subject to further appeal; or
- (b) a final Order of the Ontario Municipal Board (if necessary or sought) confirming approval of the Consent, if one has been obtained, which is not subject to further appeal.

SECTION 13 REFERENCE PLAN

13.01 The Vendor agrees, at the Purchaser’s sole expense, but in any event such expense not to exceed TEN THOUSAND (\$10,000.00) Canadian dollars, to prepare and deposit in the appropriate Land Registry Office, a reference plan of survey of the Lands, if required. The Vendor shall provide the Purchaser with a copy of the deposited reference plan on or before the Closing Date. Such costs, including all applicable disbursements and taxes, shall be treated as an adjustment to the Purchase Price in the Vendor’s favour in accordance with Section 20 of this Agreement.

SECTION 14 TITLE

14.01 The Purchaser shall have until the day which is ten (10) Business Days before the Closing Date (the “Requisition Date”) to investigate title to the Property at the Purchaser’s expense. The Purchaser agrees not to call for the production of any title deed, abstract, survey or other evidence of title to the Lands except such as are in the possession of the Vendor.

14.02 On the Closing Date, the Purchaser shall accept title to the Property in an As Is Where Is condition subject to the following:

- (a) the Land Use Regulations;
- (b) the Tenancy Agreements, if any;
- (c) the Lease, if any; and
- (d) the Permitted Encumbrances.

The Purchaser agrees to satisfy itself with respect to compliance with all such agreements, easements, restrictions or covenants, encumbrances and regulations referred to herein and agrees that the Vendor shall not be required to provide any evidence of compliance with same.

14.03 If, prior to the expiry of the Requisition Date, the Purchaser furnishes the Vendor in writing with a valid objection to title which the Vendor is unwilling or unable to remove, remedy and satisfy and which the Purchaser will not waive, this Agreement shall be terminated notwithstanding any intermediate acts or negotiations with respect to such objection, the Deposit shall, subject to Section 5.03, be returned to the Purchaser with interest and without deduction and the Vendor shall not be liable for any costs or damages suffered by the Purchaser arising out of such termination or otherwise out of this Agreement.

14.04 The Vendor hereby consents to the relevant Municipality releasing to the Purchaser any information in its records in connection with the Property and the Vendor agrees to execute and deliver such necessary authorizations as the Purchaser may reasonably require in this regard but any such authorization shall specifically prohibit the right of or a request for an inspection of the Property by the Municipality or any other Authority.

SECTION 15 NO ASSIGNMENT

- 15.01** The Purchaser shall not assign or register this Agreement, or any assignment of this Agreement, or any part of either, or register a caution in relation thereto, or direct title to the Property, without, in each instance, obtaining the prior written consent of the Vendor, which consent may be arbitrarily and unreasonably withheld. Notwithstanding the foregoing, the Purchaser may, upon prior written notice to the Vendor, assign this Agreement to an Affiliate of the Purchaser as that term is defined in the Business Corporations Act, R.S.O. 1990, c. B.16 but the Purchaser shall not be relieved of any of its liabilities or obligations hereunder in the event of any such assignment to an Affiliate.
- 15.02** If the Vendor consents to an assignment of this Agreement to a third party including an Affiliate (the “Assignee”), the Purchaser shall cause the Assignee and the Purchaser, to covenant in writing in favour of the Vendor to be jointly and severally bound by and to jointly and severally perform their respective obligations of this Agreement. The Purchaser shall not be released from its liabilities and obligations hereunder in the event of an assignment to an Assignee.
- 15.03** In the event of any assignment of this Agreement to an Assignee, such Assignee shall provide a similar representation, warranty and Statutory Declaration as required of the Purchaser in Section 11.01.

SECTION 16 PARTICIPATION AGREEMENT

- 16.01** It is the express intention of the Vendor and the Purchaser that there shall be no speculation with respect to all or any portion of the Property. In the event of a bona fide arm’s length sale or proposed sale of all or any portion of the Property by the Purchaser or any affiliated company of the Purchaser as that term is defined in the Business Corporations Act, R.S.O. 1990, c.B. 16, at any time within twenty (20) years from the Closing Date, at the option of the Vendor, either (i) the Vendor shall have the right to repurchase the Property at the same price paid by the Purchaser to the Vendor pursuant to this Agreement, plus the cumulative total of any and all capital improvements made by the Purchaser to the Property from and after the Closing Date (as determined in accordance with generally accepted accounting principles and to account for the depreciation of the capital improvements and any diminution in value due to damage, faulty workmanship, construction defects or other causes), or (ii) one hundred percent (100%) of any Profit as defined below shall be paid to the Vendor and the amount of such Profit shall be a charge on the Property in favour of the Vendor until paid.

Furthermore, in the event that the Purchaser does not begin to use and thereafter continue to use the Property for the purpose for which it was purchased during the period of twenty (20) years from the Closing Date; the Vendor shall have the right to repurchase the Property at the same price paid by the Purchaser to the Vendor pursuant to this Agreement, plus the cumulative total of any and all capital improvements made by the Purchaser to the Property from and after the Closing Date (as determined in accordance with generally accepted accounting principles and to account for the depreciation of the capital improvements and any diminution in value due to damage, faulty workmanship, construction defects or other causes). For the purposes of this provision, the Purchaser and Vendor acknowledge that the purpose for which the Property is being purchased is municipal purposes including, but not limited to, the expansion of the adjacent not-for-profit Fort Frances Community Clinic.

The Purchaser acknowledges that the Vendor may be required to obtain certain approvals to exercise either of the options in this Section 16.01.

“Base Amount” means FIFTEEN THOUSAND SEVEND HUNDRED (\$15,700.00) Dollars.

“Profit” means the amount by which the Sale Price exceeds the Base Amount.

“Sale Price” means: The value in lawful money of Canada of all consideration and benefit paid or agreed to be paid for the Property by a bona fide purchaser dealing at arm’s length with the Purchaser (or the Purchaser’s heirs, administrators, successors or assigns) including the value of all chattels situate thereon which are then owned by the Purchaser and which are intended to pass

on such sale transaction and the value of any encumbrances or mortgages assumed by the purchaser or taken back as part of the consideration for such sale transaction, less the aggregate of the following:

- (a) the cumulative total of any and all capital improvements to the Property (as determined in accordance with generally accepted accounting principles and to account for the depreciation of the capital improvements and any diminution in value due to damage, faulty workmanship, construction defects or other causes) made by the Purchaser to the Property from and after the Closing Date;
- (b) any real estate commission payable by the Purchaser in disposing of the Property to such a bona fide purchaser in an amount not to exceed the then current industry practice; and
- (c) reasonable legal and accounting fees payable by the Purchaser in disposing of the Property.

On the Closing Date, the Purchaser will enter into an agreement with the Vendor, in the form attached hereto as Schedule I (the "Participation Agreement"), to give effect to these provisions, notice of which shall be registered on title. At the request of the Vendor, the Purchaser shall enter into a charge or other form of security, acceptable to the Vendor at its sole, unfettered discretion, to secure payment of the Profit.

SECTION 17 PREPARATION OF TRANSFER/DEED DOCUMENTS AND FEES/COSTS

- 17.01** The Transfer/Deed of the Lands will be prepared by the Vendor, except for the Affidavit of Residence and Value of the Consideration ("**Land Transfer Tax Affidavit**"), which will be prepared by the Purchaser.
- 17.02** The Purchaser shall pay its own legal costs and registration costs. The Purchaser shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the transfer/deed of the Property.

SECTION 18 VENDOR'S LEGAL FEES AND APPRAISAL COSTS

- 18.01** All legal costs, including all applicable disbursements and taxes, incurred by the Vendor as of the Closing Date, but no earlier than three (3) years prior to the Closing Date, as they pertain to the subject Agreement and completion of the Transaction shall be paid by the Purchaser, but in any event such costs shall not exceed FIVE HUNDRED (\$500.00) Dollars. Such costs shall be treated as an adjustment to the Purchase Price in the Vendor's favour in accordance with Section 20 of this Agreement.
- 18.02** The Purchaser agrees to pay for all appraisal costs, including all applicable disbursements and taxes, incurred by the Vendor in contemplation of this Agreement and the sale of the subject Property, but in any event such costs shall not exceed TWO THOUSAND (\$2000.00) Dollars. Such costs shall be treated as an adjustment to the Purchase Price in the Vendor's favour in accordance with Section 20 of this Agreement.

SECTION 19 TENDER

- 19.01** Any tender of money or documents pursuant to this Agreement may be made on the Vendor or the Purchaser or their respective solicitors. Money must be tendered in Canadian funds by bank draft or negotiable cheque certified by a Canadian chartered bank, trust company, credit union or Province of Ontario Savings Office. The Vendor and the Purchaser acknowledge and agree that insofar as the tender of any documents to be electronically registered is concerned, the tender of same will be deemed to be effective and proper when the solicitor for the party tendering has

completed all steps required by Teraview in order to complete this Transaction that can be performed or undertaken by the tendering party's solicitor without the cooperation or participation of the other party's solicitor, and specifically when the tendering party's solicitor has electronically "signed" the Transfer/Deed of Land and any other closing document, if any, to be electronically registered for completeness and granted access to the other party's solicitors to same, but without the necessity for the tendering party's solicitor actually releasing such documents to the other party's solicitor for registration.

SECTION 20 ADJUSTMENTS

- 20.01** Adjustments between the Vendor and the Purchaser shall be made on the Closing Date for taxes, local improvement rates, utility costs, rents, legal costs and other matters or items which are ordinarily the subject of adjustment for the purchase and sale of a property similar to the Property. Such adjustments shall be made on the basis that, except as may be otherwise expressly provided for in this Agreement:
- (a) the Vendor shall be responsible for all expenses and liabilities and entitled to all income from the Property up to the Closing Date; and
 - (b) the Purchaser shall be responsible for all expenses and liabilities and entitled to all income from the Property from and including the Closing Date.
- 20.02** Any adjustments that cannot be determined on the Closing Date shall be determined by the parties as soon after the Closing Date as is reasonably possible. Any amounts payable by one party to the other, as determined by the parties, acting reasonably, shall be paid within ten (10) days of the request for such payment. On the Closing Date, the Vendor and the Purchaser shall exchange undertakings to re-adjust the foregoing items, if necessary.
- 20.03** All adjustments to be made under Section 20.01 shall be completed on or before the date which is no later than six (6) months from the Closing Date and no re-adjustment may be made by either party thereafter.

SECTION 21 ELECTRONIC REGISTRATION

- 21.01** Where the Property is in an area where electronic registration is mandatory and the Transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, and the *Electronic Registration Act*, S.O. 1991, c.44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other closing deliverables provided for herein and the release thereof to the Vendor and Purchaser will:
- (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this Transaction); and
 - (b) be subject to conditions whereby the lawyer(s) receiving any of the closing deliverables will be required to hold same in escrow and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada (the "**Document Registration Agreement**").

SECTION 22 CLOSING DELIVERABLES

- 22.01** Subject to the provisions of this Agreement, the Vendor covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser or the Purchaser's solicitors on or before the Closing Date, each of the following:

- (a) vacant possession of the Property in an As Is Where Is condition, subject to the rights of others as set out in the Permitted Encumbrances;
- (b) an Assignment of all Tenancy Agreements, the Lease and the Permitted Encumbrances, as applicable;
- (c) notice to the tenant(s) or licensee(s) (and the tenant name in the Lease, if any) informing them of the sale of the Property and directing them to pay future rent to the Purchaser;
- (d) an executed Transfer/Deed of Land in registrable form duly executed by the Vendor in favour of the Purchaser (save for any Land Transfer Tax Affidavit);
- (e) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (f) a direction regarding the payment of funds;
- (g) statement of adjustments;
- (h) Document Registration Agreement as set out in Schedule G; and
- (i) such other deeds, conveyances and other documents as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.

22.02 Subject to the provisions of this Agreement, the Purchaser covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor or the Vendor's Solicitors on or before the Closing Date:

- (a) a certified cheque ,bank draft or confirmation of wire transfer for the balance of the Purchase Price due on the Closing Date;
- (b) a direction as to title, if necessary;
- (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (d) HST Declaration and Indemnity, as contemplated in Section 4, if applicable;
- (e) an updated Statutory Declaration in the form set out in Schedule F is required in the event that there have been any changes to the information contained in the Statutory Declaration provided to the Vendor prior to the date of execution of this Agreement pursuant to Section 11.01;
- (f) an Acknowledgement and Indemnity with respect to all the matters in Section 11, in the form and substance attached herein as Schedule H;
- (g) Document Registration Agreement in the form attached as Schedule G;
- (h) Assignment and Assumption of Tenancy Agreements, the Lease and the Permitted Encumbrances, as applicable;
- (i) Participation Agreement as set out in Section 16 , if applicable;
- (j) Charge pursuant to Section 16, if applicable;
- (k) an Indemnity in accordance with Section 5.09;
- (l) an Environmental Indemnity regarding Section 5.1 as attached in Schedule "J"; and
- (m) such other deeds, conveyances, resolutions and other documents as the Vendor or its solicitors may reasonably require in order to implement the intent of this Agreement.

SECTION 23
NOTICE

23.01 Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or electronic facsimile machine (including e-mail) addressed to the Purchaser at

The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9
Attention: Elizabeth (Lisa) Slomke, Town Clerk
Telephone: 807-274-5323 ext. 1215
Facsimile: 807-274-8479
Email: lslomke@fortfrances.ca

and to the Purchaser’s Solicitors at:

Attention: _____
Telephone: _____
Facsimile: _____

and to the Vendor at:

c/o Ontario Infrastructure and Lands Corporation
Sales, Easements & Acquisitions
1 Dundas Street West
Suite 2000
Toronto, ON M5G 2L6
Attention: Vice President, Sales, Easements & Acquisitions
Facsimile: 416-327-3942

And:

Attention: Director, Legal Services (Real Estate and Leasing)
777 Bay Street,
Suite 900
Toronto, ON M5G 2C8
Facsimile: 416-326-2854

or at such other addresses as the Vendor and the Purchaser may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or email, or, if mailed, three (3) Business Days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

SECTION 24
CONFIDENTIALITY

24.01 The Vendor and Purchaser agree to take all necessary precautions to maintain the confidentiality of the terms and conditions contained herein. The Purchaser acknowledges that this Agreement and any information or documents that are provided to the Vendor may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act* (Ontario) as amended

and Open Data may be released pursuant to the Open Data Directive, as amended. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.

- 24.02** The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall maintain the confidentiality and security of all materials and information which is the property of the Vendor and in the possession or under the control of the Purchaser pursuant to this Agreement. The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to the Vendor pursuant to this Agreement, without first obtaining the prior written consent of the Vendor for such disclosure or use and in the event of termination of this Agreement, the Purchaser will be responsible for returning all such documentation and information to the Vendor without making copies.

SECTION 25 GENERAL

- 25.01** Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard. If anything in this Agreement is to be done on a day which is not a Business Day, the same shall be done on the next succeeding Business Day.
- 25.02** This Agreement shall be binding upon, and enure to the benefit of, the Vendor and the Purchaser and their respective successors and permitted assigns. The Vendor and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Vendor and the Purchaser under this Agreement shall not merge on the completion of this Transaction, but shall survive completion and remain in full force and effect and be binding upon the parties, save and except as may be otherwise expressly provided for in this Agreement.
- 25.03** Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.
- 25.04** This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, except as specifically set forth in this Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.
- 25.05** This Agreement and the rights and obligations of the Vendor and the Purchaser shall be determined in accordance with the laws of the Province of Ontario.
- 25.06** Wherever this Agreement makes reference to a requirement for the consent or approval of the Vendor, such consent must be prior written consent and may be arbitrarily and unreasonably withheld in the sole and absolute discretion of the Vendor.
- 25.07** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.
- 25.08** If any provision of this Agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or part thereof to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- 25.09** Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other and in such form as may be satisfactory to both parties hereunder, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required

or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

SECTION 26
IRREVOCABLE PERIOD

26.01 Signature of this Agreement by the Purchaser and the submission thereof to the Vendor constitutes an offer under seal, which is irrevocable for thirty (30) days from the date it is submitted to the Vendor and open for acceptance by the Vendor during said thirty (30) day period, subject to an extension for a further period up to thirty (30) days at the sole discretion of the Vendor. This offer, once accepted on the Date of Acceptance, constitutes a binding contract of purchase and sale. This offer may be made and accepted by facsimile transmission, including facsimile signature provided that the original hard copy, with original signatures is received by both parties within seven (7) days of the facsimile acceptance. The Purchaser, in submitting this offer, acknowledges that there has been no promise or representation or assurance given to the Purchaser that any of the terms and conditions in this offer are or will be acceptable to the Vendor.

[no further text on this page]

DRAFT

OFFERED BY the Purchaser this _____ day of _____, 201____.

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

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the
Corporation

ACCEPTED BY the Vendor this _____ day of _____, 201__.

DRAFT

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO
as represented by
THE MINISTER OF INFRASTRUCTURE
as represented by
ONTARIO INFRASTRUCTURE AND
LANDS CORPORATION**

By: _____
Name:
Title:

By: _____
Name:
Title:

Authorizing Signing Officer

**SCHEDULE A
LEGAL DESCRIPTION OF LANDS**

Firstly: Part of Lot 240, Town Plot of Alberton, designated as Part 1, Plan 48R-4544, Town of Fort Frances, District of Rainy River, being Part of PIN 56018-2284 (LT); and

Secondly: Lot 241, Town Plot of Alberton, designated as Part 2, Plan 48R-4544, Town of Fort Frances; District of Rainy River, being PIN 56018-0124 (LT).

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SCHEDULE B
PERMITTED ENCUMBRANCES

- (a) General Encumbrances:
- (i) the Tenancy Agreements, if any, (for greater certainty including expired leases registered against title to the Property) and any notices of such leases registered on title to the Property, including all easements, rights of way, restrictions, restrictive covenants, servitudes and other similar rights in land contained in the leases, which exist as of the Closing Date and any leasehold mortgages or security interests relating to tenants or the tenants' interest in respect thereof and which do not encumber the interest of the landlord thereunder;
 - (ii) liens for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Property or for construction in connection with the Property for amounts the payment of which is not yet due or delinquent;
 - (iii) any easements, rights of way, restrictions, building schemes, licences, restrictive covenants and servitudes, rights of access or use, airport zoning regulations and other similar rights in land (including, without limitation, rights of way and servitudes for sewers, drains, gas and water mains, electrical power, telephone and cable conduits, poles, wires or cables) granted to, reserved or taken by any person which do not, in the aggregate, materially and adversely impair the use or marketability of any of the Property for the purposes for which it is presently held, and any rights reserved or vested in any Authority or public or private utility by the terms of any lease, licence, franchise, grant, agreement or permit, subdivision, development, servicing, encroachment, site plan, parking or other similar agreement with any Authority or public or private utility;
 - (iv) title defects or irregularities which do not, in the aggregate, materially and adversely impair the use of the Property for the purpose for which it is presently held;
 - (v) any cost sharing, common use, reciprocal or other similar agreements relating to the use and/or operation of the Property and/or adjoining properties and all security given by the parties thereto to each other to secure their respective obligations thereunder;
 - (vi) any subsisting reservations, limitations, provisos, conditions or exceptions, including royalties, contained in the original grant of the Property from the Crown;
 - (vii) any rights of expropriation, access or use, or any other right conferred or reserved by or in any statute of Canada or the Province of Ontario;
 - (viii) the provisions of all applicable laws including by-laws, regulations, ordinances, land use contracts, development agreements and similar instruments relating (without limitation) to development, use and zoning;
 - (ix) encroachments by any improvements on the Property over adjoining lands and easements or rights of way and/or any improvements on adjoining lands encroaching on the Property which do not materially and adversely affect the present use of the Property;
 - (x) any claim for lien which although registered, or of which notice has been given, relates solely to work done by or on behalf of a tenant under a Tenancy Agreement, so long as the Vendor has not assumed payment of such work;
 - (xi) all registered and unregistered agreements, easements, rights, covenants and/or restrictions in favour of municipalities, publicly or privately regulated utilities or adjoining owners, or that otherwise run with the Lands; and
 - (xii) any encroachments that are shown on existing surveys or as may be revealed by an up-to-date survey

(b) Specific Encumbrances:

All instruments registered on title to the Property as of the Closing Date of this Agreement.

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**SCHEDULE C
CHATELS**

N/A

DRAFT

**SCHEDULE D
LEASE**

N/A

DRAFT

**SCHEDULE E
PROPERTY DOCUMENTS**

1. Phase One Environmental Site Assessment, prepared by DST Consulting Engineers Inc., dated March 1, 2017; and
2. Plan 48R-4544.

DRAFT

SCHEDULE F
STATUTORY DECLARATION

Canada) IN THE MATTER OF THE TITLE TO <>
)
Province of Ontario)
)
) AND IN THE MATTER OF A SALE THEREOF from HER
) MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
) REPRESENTED BY THE MINISTER OF
) INFRASTRUCTURE (the “Vendor”) to <> (the
) “Purchaser”
)
TO WIT:)
)
)
)
)

I, _____, of the _____, in the Province of Ontario,

DO SOLEMNLY DECLARE, that:

1. I am the _____{title} of the Purchaser and as such have knowledge of the matters hereinafter declared.
2. The Purchaser and ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“OILC”) are arm’s length parties and the Purchaser has received no special knowledge nor special consideration in entering into the above Agreement of Purchase and Sale, which would lead to the presumption that the parties are not arm’s length parties.
3. The Purchaser and the Vendor are arm’s length parties and the Purchaser has received no special knowledge nor special consideration in entering into the above Agreement of Purchase and Sale, which would lead to the presumption that the parties are not arm’s length parties.
4. There are no outstanding legal disputes or actions between the Vendor and Purchaser.
5. The Purchaser is not in conflict with OILC (or any of its employees) with respect to the above transaction.
6. The Purchaser is not in conflict with the Vendor (or any of its employees) with respect to the above transaction.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED by the above-named)
Declarant, before me at the _____ of)
_____, this)
day of _____, 201____.) _____
)
)
A Commissioner, etc.)

SCHEDULE G
DOCUMENT REGISTRATION AGREEMENT

DOCUMENT REGISTRATION AGREEMENT

BETWEEN:

<>
(hereinafter referred to as the “Vendor’s Solicitor”)

AND:

<>
(hereinafter referred to as the “Purchaser’s Solicitor”)

RE: Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure (the “Vendor”) sale to <> (the “Purchaser”) of the property legally described as <>, City of <>, being the whole of PIN <>(LT) (the “Property” pursuant to an Agreement of Purchase and Sale between the Purchaser, as purchaser, and the Vendor, as vendor, dated <> and accepted <> (the “Purchase Agreement”), Scheduled to be completed on <> (the “Closing Date”)

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby undertake and agree as follows:

Holding Deliveries
In Escrow

1. The Vendor’s Solicitor and the Purchaser’s Solicitor shall hold all funds, keys and closing documentation exchanged between them (the “Requisite Deliveries”) in escrow, and shall not release or otherwise deal with same except in accordance with the terms of this Agreement. Both the Vendor’s Solicitor and the Purchaser’s Solicitor have been authorized by their respective clients to enter into this Agreement. Once the Requisite Deliveries can be released in accordance with the terms of this Agreement, any monies representing payout funds for mortgages to be discharged shall be forwarded promptly to the appropriate mortgage lender.¹

Advising of
Concerns with
Deliveries

2. Each of the parties hereto shall notify the other as soon as reasonably possible following their respective receipt of the Requisite Deliveries (as applicable) of any defect(s) with respect to same.

Selecting Solicitor
Responsible for
Registration

3. The Purchaser’s Solicitor shall be responsible for the registration of the Electronic Documents (as hereinafter defined) unless the box set out below indicating that the Vendor’s Solicitor will be responsible for such registration has been checked. For the purposes of this Agreement, the solicitor responsible for such registration shall be referred to as the “Registering Solicitor” and the other solicitor shall be referred to as the “Non-Registering Solicitor”:

Vendor’s Solicitor will be registering the Electronic

☐

Responsibility of
Non-Registering
Solicitor

4. The Non-Registering Solicitor shall, upon his/her receipt and approval of the Requisite Deliveries (as applicable), electronically release for registration the Electronic Documents and shall thereafter be entitled to release the Requisite Deliveries from escrow forthwith following the earlier of:

a) the registration of the Electronic Documents;

b) the closing time specified in the Purchase Agreement unless a specific time has been inserted as follows[_____ a.m./p.m. on the Closing Date] (the “Release Deadline”), and provided that notice under paragraph 7 below has not been received; or

c) receipt of notification from the Registering Solicitor of the registration of the Electronic Documents.

If the Purchase Agreement does not specify a closing time and a Release Deadline has not been specifically inserted the Release Deadline shall be 6.00 p.m. on the Closing Date.

¹Solicitors should continue to refer to the Law Society of Upper Canada practice guidelines relating to recommended procedures to follow for the discharge of mortgages.

Responsibility of Registering Solicitor	5. The Registering Solicitor shall, subject to paragraph 7 below, on the Closing Date, following his/her receipt and approval of the Requisite Deliveries (as applicable), register the documents listed in Schedule "A" annexed hereto (referred to in this agreement as the " Electronic Documents ") in the stated order of priority therein set out, as soon as reasonably possible once same have been released for registration by the Non- Registering Solicitor, and immediately thereafter notify the Non-Registering Solicitor of the registration particulars thereof by telephone or telefax (or other method as agreed between the parties).
Release of Requisite Deliveries by Non-Registering Solicitor	6 Upon registration of the Electronic Documents and notification of the Non-Registering solicitor in accordance with paragraph 5 above, the Non- Registering Solicitor shall be entitled to forthwith release the Requisite Deliveries from escrow.
Returning Deliveries where Non-registration	7. Any of the parties hereto may notify the other party that he/she does not wish to proceed with the registration ² of the Electronic Documents, and provided that such notice is received by the other party before the release of the Requisite Deliveries pursuant to this Agreement and before the registration of the Electronic Documents, then each of the parties hereto shall forthwith return to the other party their respective Requisite Deliveries.
Counterparts & Gender	8. This agreement may be signed in counterparts, and shall be read with all changes of gender and/or number as may be required by the context.
Purchase Agreement Prevails if Conflict or Inconsistency	9. Nothing contained in this agreement shall be read or construed as altering the respective rights and obligations of the Purchaser and the Vendor as more particularly set out in the Purchase Agreement, and in the event of any conflict or inconsistency between the provisions of this agreement and the Purchase Agreement, then the latter shall prevail.
Telefaxing Deliveries & Providing Originals if Requested	10. This agreement (or any counterpart hereof), and any of the closing documents hereinbefore contemplated, may be exchanged by telefax or similar system reproducing the original, provided that all such documents have been properly executed by the appropriate parties. The party transmitting any such document(s) shall also provide the original executed version(s) of same to the recipient within 2 business days after the Closing Date, unless the recipient has indicated that he/she does not require such original copies.

DRAFT

Dated this _____ day of <>, 201 .

Dated this _____ day of <>, 201

Name/Firm Name of Vendor's Solicitor

Name/Firm Name of Purchaser's Solicitor

<>

<>

(Signature)

(Signature)

Note: This version of the Document Registration Agreement was adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on March 29, 2004 and posted to the web site on April 8, 2004.

Schedule "A"

1. Transfer from < to <.

² For the purpose of this Agreement, the term "registration" shall mean the issuance of registration number(s) in respect of the Electronic Documents by the appropriate Land Registry Office.

SCHEDULE H
ACKNOWLEDGEMENT AND INDEMNITY

The Purchaser hereby acknowledges that all representations, warranties and covenants provided for in Section 11 of the Agreement of Purchase and Sale executed on the of 20 , shall survive closing and further agrees to indemnify the Vendor and its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, appointees and all others for whom the Vendor is responsible in law, from and against all such loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims, or demands arising therefrom or connected therewith.

Date:

Witness:

Name:

Name:
Position:
Title:

**SCHEDULE I
PARTICIPATION AGREEMENT**

DRAFT

PARTICIPATION AGREEMENT

BETWEEN:

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

(hereinafter called the “**Vendor**”)

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES

(hereinafter called the “**Purchaser**”)

RECITALS:

- A. Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure is the owner in fee simple of the property legally described as Part of Lot 240, Town Plot of Alberton, designated as Part 1, Plan 48R-4544, Town of Fort Frances, District of Rainy River, being Part of PIN 56018-2284 (LT) and Lot 241, Town Plot of Alberton, designated as Part 2, Plan 48R-4544, Town of Fort Frances, District of Rainy River, being PIN 56018-0124 (LT) (collectively, the “**Property**”).
- B. Ontario Infrastructure and Lands Corporation confirms that it is the designated agent of the Vendor.
- C. The Corporation of the Town of Fort Frances proposes to purchase and acquire the Property pursuant to an Agreement of Purchase and Sale between the Vendor and the Purchaser, dated <<Enter Date>> (the “**Sale Agreement**”).

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, the transfer of the Property from the Vendor to Purchaser and other good and valuable consideration, the parties hereto agree as follows:

1. It is the express intention of the Vendor and the Purchaser that there shall be no speculation with respect to all or any portion of the Property. In the event of a bona fide arm’s length sale or proposed sale of all or any portion of the Property by the Purchaser or any affiliated company of the Purchaser as that term is defined in the *Business Corporations Act*, R.S.O. 1990, c.B. 16, at any time within twenty (20) years from the Closing Date, at the option of the Vendor, either (i) the Vendor shall have the right to repurchase the Property at the same price paid by the Purchaser to the Vendor pursuant to the Sale Agreement, plus the cumulative total of any and all capital improvements made by the Purchaser to the Property from and after the Closing Date (as determined in accordance with generally accepted accounting principles and to account for the depreciation of the capital improvements and any diminution in value due to damage, faulty workmanship, construction defects or other causes), or (ii) one hundred percent (100%) of any Profit as defined below shall be paid to the Vendor and the amount of such Profit shall be a charge on the Property in favour of the Vendor until paid.

Furthermore, in the event that the Purchaser does not begin to use and thereafter continue to use the Property for the purpose for which it was purchased during the period of twenty (20) years from the Closing Date, the Vendor shall have the right to repurchase the Property at the same price paid by the Purchaser to the Vendor pursuant to the Sale Agreement, plus the cumulative total of any and all capital improvements made by the Purchaser to the Property from and after the Closing Date (as determined in accordance with generally accepted accounting principles and to account for the depreciation of the capital improvements and any diminution in value due to damage, faulty workmanship, construction defects or other causes). For the purposes of this provision, the Purchaser and Vendor acknowledge that the purpose for which the Property is being purchased is municipal purposes including, but not limited to, the expansion of the adjacent not-for-profit Fort Frances Community Clinic.

The Purchaser acknowledges that the Vendor may be required to obtain certain approvals to exercise any of the options in this Section 1.

2. For the purposes of this Agreement:

“**Base Amount**” means \$ FIFTEEN THOUSAND SEVEND HUNDRED (\$15,700.00) Dollars.

“**Closing Date**” means the date upon which the Property is transferred by the Vendor to the Purchaser pursuant to the Sale Agreement, being <<Enter Closing Date>>.

“**Profit**” means the amount by which the Sale Price exceeds the Base Amount.

“**Sale Price**” means the value in lawful money of Canada of all consideration and benefit paid or agreed to be paid for the Property by a bona fide purchaser dealing at arm's length with the Purchaser (or the Purchaser's heirs, administrators, successors or assigns) including the value of all chattels situate thereon which are then owned by the Purchaser and which are intended to pass on such sale transaction and the value of any encumbrances or mortgages assumed by the purchaser or taken back as part of the consideration for such sale transaction, less the aggregate of the following:

- (a) the cumulative total of any and all capital improvements to the Property (as determined in accordance with generally accepted accounting principles and to account for the depreciation of the capital improvements and any diminution in value due to damage, faulty workmanship, construction defects or other causes) made by the Purchaser to the Property from and after the Closing Date;
 - (b) any real estate commission payable by the Purchaser in disposing of the Property to such a bona fide purchaser in an amount not to exceed the then current industry practice; and
 - (c) reasonable legal and accounting fees payable by the Purchaser in disposing of the Property.
3. On the Closing Date, the Purchaser shall register Notice of this Agreement (attaching a copy of this Agreement) on title to the Property immediately following the transfer of the Property to the Purchaser, or in the priority specifically consented to by the Vendor, in writing.
4. Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier, electronic facsimile machine or similar electronic means (including e-mail) addressed to the Purchaser at:

The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9
Attention: Elizabeth (Lisa) Slomke, Town Clerk
Telephone: 807-274-5323 ext. 1215
Facsimile: 807-274-8479
Email: lslomke@fortfrances.ca

and to the Vendor at:

c/o Ontario Infrastructure and Lands Corporation
Sales, Easements & Acquisitions
1 Dundas Street West
Suite 2000
Toronto, ON M5G 2L6
Attention: Vice President, Sales, Easements & Acquisitions
Facsimile: 416-327-3942

And:

Attention: Director, Legal Services (Real Estate and Leasing)
777 Bay Street,
Suite 900
Toronto, ON M5G 2C8
Facsimile: 416-326-2854

or at such other addresses as the parties may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or similar electronic means (including e-mail), or, if mailed, three (3) Business Days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

- 5. This Agreement may be executed and delivered in counterparts and any such counterpart may be delivered in its original form or by facsimile transmission and each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement.
- 6. This Agreement shall be binding upon, and enure to the benefit of the Purchaser and the Vendor and their respective successors and permitted assigns.

DATED the _____, day of _____, _____.

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

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

DATED the _____, day of _____, _____.

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

Per: _____
Name:
Title:

I have the authority to bind the Corporation.

SCHEDULE J
PURCHASER’S ENVIRONMETNAL INDEMNITY AND COVENANT NOT TO SUE

TO: Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure (the “**Vendor**”)

AND TO: <<Purchaser's Solicitor Name and/or Law Firm Name>>, its solicitors

RE: <<Purchaser(s) Name>> (the “**Purchaser**”) purchase from the Vendor of the property legally described as <<Legal Description>>, being <<the whole OR part>> of PIN <<Enter PIN>> (LT) (the “**Property**”) pursuant to an Agreement of Purchase and Sale between the Purchaser, as purchaser, and the Vendor, as vendor, accepted <<Date IO Accepted Offer>>, as may be amended from time to time (the “**Purchase Agreement**”)

In consideration the closing of the Transaction, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged:

1. The Purchaser agrees to accept, assume and take title the Property and any improvement thereon in an “As Is Where Is” condition in accordance with Section 5 of the Purchase Agreement.
2. The Purchaser acknowledges and agrees to be responsible for, and hereby agrees to indemnify, defend and save harmless the Vendor and its employees, directors, officers, appointees and agents from, any and all costs (including legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims), that may arise as a result of the condition of the Property, the presence of Hazardous Substances or Contaminants in, on or under the Lands, the Buildings or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from the Property), any order issued by any Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant. Without limiting the generality of the foregoing, this indemnification shall specifically cover costs incurred, from and after the Closing Date, in connection with any claim for personal injury and/or death, property damage, investigation of site conditions and/or any clean-up, remedial, removal, monitoring or restoration work required by any federal, provincial, or local government agency or political subdivision because of the presence of Hazardous Substances, in, on or under the Lands, the Buildings or any environmental medium, structure or paved surface or emanating therefrom.
3. The Purchaser covenants and agrees that, effective as of the Closing Date, the Purchaser forever releases and covenants not to sue the Vendor and its employees, directors, officers, appointees and agents with respect to anything arising out of the environmental or any other condition of the Property or the presence of Hazardous Substances or Contaminants in, on, under, or emanating from or onto the Property, regardless of whether such environmental conditions or the presence of Hazardous Substances or Contaminants is known or unknown by the Purchaser and regardless of whether such condition is set forth in the Property Documents, the Purchaser’s Reports or any other report, document or information discovered during the course of the Purchaser’s due diligence or otherwise. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under Environmental Laws and claims for contribution.
4. This Indemnity shall not merge but shall survive the Date of Closing and shall be continuing obligation of the Purchaser.
5. Unless otherwise defined herein, all capitalized terms used herein have the meaning ascribed to them in the Purchase Agreement.

6. The provisions of this Purchaser’s Environmental Indemnity and Covenant Not to Sue shall enure to the benefit of the Vendor and its successors and assigns and shall be binding upon the Purchaser and its successors and permitted assigns.

DATED as of the _____ day of <<Month>>, <<Year>>.

NOTE: SIGNATURE BLOCK FOR CORPORATION – REMOVE THIS NOTE OR DELETE CELL IF SALE IS WITH INDIVIDUAL(S)

<<PURCHASER(S) NAME>>

Per: _____
Name: <<Individual Signing Documents for Corporation>>
Title: <<Title>>

Per: _____
Name: <<Individual Signing Documents for Corporation, if there is a second person>>
Title: <<Title>>

I/We have the authority to bind the Corporation.

NOTE: SIGNATURE BLOCK FOR INDIVIDUAL(S) – REMOVE THIS NOTE OR DELETE CELL IF SALE IS WITH A CORPORATION

Witness:

Name: <<Enter Witness Name>> Name: <<Purchaser's Name>>

Witness:

Name: <<Enter Witness Name>> Name: <<Purchaser's Name>>

SCHEDULE “K”

**CLASS EA – ENVIRONMENTALLY SIGNIFICANT AREAS, DISTINCTIVE
ENVIRONMENTAL FEATURES and MITIGATION MEASURES**

N/A

DRAFT

From: AMO Communications
To: [Lisa Slomke](#)
Subject: AMO Policy Update - Ministry of Community Safety and Correctional Services Introduces Important Policy Changes for Fire and Police - What You Need to Know
Date: Thursday, May 10, 2018 2:05:21 PM
Attachments: [MCSCS LTR AP Policing Grant Programs.pdf](#)
[MCSCS LTR AP Safer Ontario Act 2018-05-05.pdf](#)

May 10, 2018

Ministry of Community Safety and Correctional Services Introduces Important Policy Changes for Fire and Police – What You Need to Know

AMO and its members are not pleased with some of the changes to the delivery of fire and police services. Below is a summary of the status, some of the challenges, and next steps.

1. Province Passes Three Fire Regulations under the *Fire Protection and Prevention Act, 1997*

The three MCSCS fire regulations are now publicly available:

- [Firefighter Training & Certification](#)
- [Community Risk Assessment](#), and
- [Public Reporting for Fire Departments](#).

To provide details on these new regulations, AMO and the Ontario Association of Fire Chiefs will co-host a webinar for CAOs, Fire Chiefs, senior municipal/fire services staff on May 16, 2018 at 12 noon. Please register [here](#).

Since January 2017, AMO has attended the Fire Safety Technical Table (Table) to provide advice to the Ministry on the development of evidence-based recommendations that will enhance fire safety in Ontario. This advisory Table consisted of multiple stakeholders with representatives from employer groups and employee fire associations. Municipal employers have raised concerns during the consultation and now with the release of two of the three regulations at this time. From the municipal government view, these regulations are rushed and may have unintended fiscal, risk management, and timing impacts.

On May 8th, the MCSCS Minister sent a letter to all municipal governments who have fire services explaining the basis for these fire regulations as well as a commitment of provincial supports and resources. With respect to small and rural

municipalities, MCSCS is to provide funding to cover all additional costs associated with this initiative but the amount is unspecified. Additionally, MCSCS will set up an implementation table with a specific focus on small and rural communities to address their unique challenges throughout the implementation process.

Preliminary Analysis & Implications

- MCSCS has expanded the ability to grandfather all existing firefighters to NFPA standards who could have been grandfathered in 2014 when the first voluntary intake occurred.
- Under the new regulation, certification for four firefighter roles, including basic fire suppression, would only apply to new hires.
- A 24 plus month internship for new hires to be certified will be available. Firefighters who need to be certified will be able to work under the supervision of another certified firefighter, via an internship program, while they complete their training.
- Medical responses in the public reporting regulation for fire services has been included against our strong advice on this matter. We understand that the regulation has limited it to emergency medical calls that fire services can legally provide as First Responders. It has been clarified that the public reporting regulation does not imply that firefighters have the authority to perform acts that the *Regulated Health Professionals Act*, 1991, does not permit them to do.
- No provincial liability indemnification was provided to accompany these regulations, though the Minister committed to looking at the issue when the FPPA is reopened. Until then, municipal governments are left with increased risk.
- AMO consistently asked at the Table that a gap analysis be conducted *before* the regulations were finalized and released. The MCSCS survey to quantify the nature of the gap and collect data for implementation purposes has not yet been released. At this time, the survey will need to happen after the provincial election.

We encourage you to work with your Fire Chief and fire service to learn how these regulations will affect your municipality. Note: Grandfathering needs to be completed by September 2018.

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

2. Updates on Policing – Grants and *Safer Ontario Act, 2018* Implementation

Policing Grants – In a recent letter received from the Minister of Community Safety and Correctional Services, the Ministry has confirmed that for 2019-20, police services or boards may continue to apply for grants under the traditional programs (Provincial Anti-Violence Intervention Strategy, Community Policing Partnerships, and Safer Communities – 1,000 Officers Partnership) or under the new Policing Effectiveness and Modernization (PEM) program. This is a further one-year delay to implementing the new model which will provide funding stability in the short term.

New granting criteria for 2020-21 may not necessarily be directed to front-line officers in the future. Questions related to this potential financial risk should be discussed locally with Boards and Chiefs. AMO's objectives in any new grant discussion will include: 1) a thorough examination of historical and future funding envelopes, 2) transition assistance and stable funding as needed, 3) no unfunded municipal liabilities arising from the transition, and 4) financial support for newly mandated municipal Community Safety and Well-Being Planning.

The Minister's letter to the AMO President is attached.

Safer Ontario Act, 2018

In-Force Date – The Act has been proclaimed with an in-force date of January 1, 2020. This will delay the implementation of the Act including the limited provisions to potentially control some service costs with "authorized policing providers".

Policing Oversight – Changes related to the Ontario Special Investigations Unit (OSIU) take effect on June 30, 2018. As of October 1, 2018, all special constables (including transit agencies) will become subject to the jurisdiction of the OSIU.

Changes related to the establishment of the Ontario Policing Complaints Agency and the Ontario Policing Discipline Tribunal will come into force on January 1, 2020. AMO strongly supports the changes related to oversight agencies and processes. These measures will enhance public confidence in policing and oversight.

Community Safety and Well-Being Planning – In a second letter received from the Minister of Community Safety and Correctional Services some additional details related to this new municipal mandate have been laid out. All municipalities (except lower tier municipalities in Durham, York, Peel, Halton, Niagara, and Waterloo) will be required to adopt Community Safety and Well-Being Plans by January 1, 2021. AMO will continue to seek provincial assistance to minimize the impact this responsibility imposes on municipalities.

Consolidate of OPP Detachment Police Service Boards – Details related to the consolidation of OPP Boards will be set out in regulations. AMO is advised this consolidation will recognize geographic differences, particularly in the north. Regulations will also govern board composition.

Regulation Development – Over 150 regulations are needed to give effect to the Act. AMO will continue to represent municipal interests in any future discussions.

The Minister's letter to the AMO President is attached.

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

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

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From: Kristen Oliver
To: [Angela Sharbot](#); [Ann Mitchell](#); [Brian MacKinnon](#); [CAO Ignace](#); [Cemetery & Licensing](#); [Cheryl Fort](#); [Christine Goulet](#); [City of Dryden](#); [Clerk Treasurer](#); [Daryl Skworchinski](#); [Dawson Township](#); [Don McArthur](#); [Doug Brown](#); [Erika Kromm](#); [Ernie Remillard](#); [Gabrielle Lecuyer](#); [Gail Jeremy](#); [Gillies Township](#); [Heather Kasprick](#); [jhannam@thunderbay.ca](#); [Judy Jacobson](#); [Karen Caren](#); [Kathy Lawson](#); [Krista Power](#); [Lindsay Manilla](#); [Lisa Slomke](#); [Lorna Buob](#); [Louise Lees](#); [Margaret Hartling](#); [Mark Vermette](#); [Mark Wright](#); [Maureen Hanson](#); [Mavis Harris](#); [mayor.lucy@tbaytel.net](#); [Morley Forster](#); [Municipality of Machin](#); [Municipality of Shuniah](#); [Municipality of Sioux Lookout](#); [Patricia Maxwell](#); [Paul Greenwood](#); [Peggy Johnson Township of Chapple](#); [Rainy River](#); [Red Rock](#); [Rodney Swarek](#); [Roger Shott](#); [Rosalie Evans](#); [Shelly Lafleur](#); [Sue Bates](#); [Terrace Bay](#); [Town](#); [Township of Alton](#); [Township of Ear Falls](#); [Township of Emo](#); [Township of Ignace](#); [Township of La Vallée](#); [Township of Morley](#); [Veldron Vogan](#); [Wanda Kabel](#); [Wayne Hanchard](#); [White River](#); [Willy Liebigt](#)
Subject: Update on Inter-Community Bus Service for Northwestern Ontario
Date: Friday, May 11, 2018 12:51:06 AM

TO: NOMA MEMBER MUNICIPALITIES
 CVNW Board and Transportation Task Force

At the NOMA AGM in Kenora last week, the Premier was asked to explain why there was no subsidy being offered to private inter-community bus transportation providers. This information had been provided to NOMA President Wendy Landry and myself as a follow up to a meeting we had with Minister Gravelle about our concern over what appeared to be a lack of action in the implementation of the Government's announcement last fall.

The Premier categorically stated that there was a subsidy and referenced a \$5.2 million contribution to Ontario Northland Transportation Corporation designed to fund the expansion into Northwestern Ontario. A subsequent review of a prior announcement by ONTC, referenced the expansion of their service to include 20 new communities, with the westerly communities being added being Hearst and Wawa only.

I followed up with Minister Gravelle and Mauro in Thunder Bay on Saturday. Minister Mauro felt as I had, that the Premier had misspoken. Minister Gravelle, who is responsible for ONTC, was insistent that there is in fact a subsidy and committed to providing me with the details that he was able to make public. The following is the full text of an email I received from the Minister on Monday.

"Thanks Iain...the subsidy will be provided through increased investment and support for the ONTC's expansion of inter-community bus service in Northwestern Ontario..... while all the routes have not yet been determined (much of it depends on the discussions we're having with Kaspar Transportation).....but, as I said when we spoke about this on Saturday, we are committed to filling in the gaps in service all across Northwestern Ontario.....the support the ONTC receives in Northeastern Ontario for its motorcoach services will be supplemented (or subsidized) in order to meet the motor coach/bus route needs in Northwestern Ontario. All the best. Michael"

On a related note, the Province announced a grant under the Community Transportation Program and that information can be seen via these links:

<https://www.owensound.ca/Modules/News/index.aspx?feedId=a8948dec-a55d-48b4-a542-ffccb981c074&newsId=13715514-805d-488b-9a68-baf2eb765d3>

https://icreate7.esolutionsgroup.ca/230002_iCreate_NewsV2//Management/Attachment/Download/2da7d03d-5ff2-44d4-8701-70072d45dd1b

NOMA and CVNW will continue to monitor the roll-out of the inter-community bus system for Northwestern Ontario

Iain Angus
Vice President, NOMA
Executive Director, CVNW



May 11, 2018

Subject: CN Intermodal Update

At its meeting on April 30, 2018, Oakville Town Council approved the following motion:

WHEREAS under the Municipal Act, Ontario municipalities have the authority and responsibility to advance and protect the “economic, social and environmental well-being of the municipality” and the “health, safety and well-being of persons”;

WHEREAS the Provincial Government has designated Ontario municipalities to have responsibility to establish official plans that meet or exceed provincial standards for managing and directing physical change and effects on the social, economic, built and natural environment;

WHEREAS CN Rail has declared that the Province of Ontario and the Halton Municipalities (the City of Burlington, the Town of Halton Hills, the Town of Milton and the Town of Oakville) and Conservation Halton have no regulatory role whatsoever with respect to a proposed truck/rail development that will have a direct impact on the economic, social and environmental well-being of the municipality and health, safety and well-being of residents;

WHEREAS the Halton Municipalities and Conservation Halton recognize that railways are a matter of federal jurisdiction, but assert that truck-rail developments have non-rail aspects that engage multiple areas of provincial and municipal government regulatory responsibility;

WHEREAS the Halton Municipalities and Conservation Halton have commenced a Court Application to confirm their legitimate regulatory role in respect of the CN development;

WHEREAS CN’s position that its proposed truck-rail development falls exclusively under federal jurisdiction, if upheld, would create a regulatory gap that would prevent the Province of Ontario, the Halton Municipalities and Conservation Halton from discharging their statutory responsibilities, and leave CN Rail, a for-profit company, to self-regulate on matters that engage provincial and municipal responsibilities; and

May 11, 2018

Subject: CN Intermodal Update

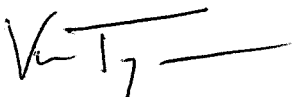
WHEREAS irrespective of the merits of CN's proposed development, CN's interpretation of jurisdiction over this development, if upheld, would be detrimental to all provinces and municipalities that contain existing or proposed developments that engage matters of federal, provincial and municipal regulatory interest;

NOW THEREFORE BE IT RESOLVED:

1. *THAT the Town of Oakville endorses the principles that:*
 - a. *there must be a cooperative approach to all developments that engage federal, provincial and municipal regulatory matters.*
 - b. *the existence of federal regulation over a development does not preclude and may require provincial and municipal regulation of the proposed development to avoid regulatory gaps.*
2. *THAT the Town of Oakville calls on the Government of Ontario to join the court Application of the Halton Municipalities.*

Should you have any questions regarding this matter or should you require any additional information, please contact me at 905-845-6601, extension 2003, or email vicki.tytaneck@oakville.ca.

Yours truly,



Vicki Tytaneck
Town Clerk

- c. The Honourable Kathleen Wynne
The Honourable Bill Mauro, Minister of Municipal Affairs
The Honourable Yasir Naqvi, Attorney General of Ontario
The Honourable Karina Gould, MP, Burlington
The Honourable Lisa Raitt, MP, Halton
The Honourable John Oliver, MP, Oakville
The Honourable Pam Damoff, MP, Oakville-North Burlington
The Honourable Michael Chong, MP, Wellington-Halton Hills
The Honourable Eleanor McMahon, MPP Burlington
Bill Mauro, Minister of Municipal Affairs
The Honourable Indira Naidoo-Harris, MPP, Halton
The Honourable Kevin Flynn, MPP, Oakville
Ted Arnott, MPP, Wellington-Halton Hills
Association of Municipalities of Ontario
Andrea Horwath, Leader, Ontario New Democratic Party
Doug Ford, Leader, Ontario Progressive Conservative Party
Mike Schreiner, Leader, Green Party of Ontario

May 11, 2018

Subject: CN Intermodal Update

Federation of Canadian Municipalities (FCM)
Association of Municipalities of Ontario (AMO)
Large Urban Municipal Caucus of Ontario (LUMCO)
Mayors and Regional Chairs Caucus of Ontario (MARCO)
Rural Ontario Municipal Association (ROMA)
Northwestern Ontario Municipal Association (NOMA)
Federation of Northern Ontario Municipalities (FNOM)
Conservation Authority of Ontario
All Ontario Municipalities

TOWN OF FORT FRANCESMINUTESSESSION NO. # 69May 8, 2018

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on May 8, 2018 from 12:04 p.m. to 1:00 p.m.

PRESENT: Councillor K. Perry, Chair, Councillor W. Brunetta and Councillor G.P. Ryan

ALSO PRESENT: D. Brown, CAO, L. Lindberg, Treasurer, D. Galusha, Deputy Treasurer, T. Moffitt, Fire Chief/CEMC (12:04 p.m. to 12:30 p.m.), and K. Lawson, Secretary

REGRETS: Mayor R. Avis

1. **Call to Order - 12:04 p.m.**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
 - 2.1 Doug Brown, CAO - NOMA - Conference Travel Expense Claim.
 - 2.2 Mayor R. Avis - NOMA Conference Travel & Per Diem Claims.
 - 2.3 Councillor W. Brunetta - NOMA Conference Travel & Per Diem Claims.
 - 2.4 Doug Brown, CAO - Purchase Card Expenses.
3. **Disclosure of pecuniary interest and the general nature thereof**
 - 3.1 Councillor W. Brunetta disclosed an interest in agenda item 6.3 as the NOMA Executive Meeting Per Diem Claim was hers. She did not participate in any discussion when the matter was considered.
 - 3.2 Councillor K. Perry disclosed in interest in agenda item 6.4 as the NOMA Executive Meeting Per Diem was his. He turned the chair over to Councillor G.P. Ryan and did not participate in any discussion when the matter was considered.
 - 3.3 Councillor W. Brunetta disclosed an interest in non-agenda item 7.3 as the NOMA Conference Travel and Per Diem Claim was hers. She did not participate in any discussion when the matter was considered.
4. **Approval of Previous Committee Minutes**
 - 4.1 Session # 68 dated April 17, 2018.
Brunetta-Ryan: Approved as presented.

CARRIED

5. In-Camera - none identified

6. New Business

- 6.1 Automatic Aid Agreement.
- committee recommended authorizing undertaking of an Automatic Aid Agreement with the Townships of Alberton, LaVallee, Emo and Chapple, in order to provide voluntary reciprocal fire protection services to each community should the need arise.
- 6.2 Provincial Offences Act Fine Debt Recovery Services.
- refer to additional materials attached.
- committee recommended authorizing that Commercial Credit Adjusters Ltd. provide debt recovery services for the collection of Provincial Offences fines that are due and unpaid and that a service agreement be brought forward.
- 6.3 Councillor Wendy Brunetta - NOMA Executive Meeting Per Diem.
- committee recommended approval of the per diem claim in the amount of \$160.00 as submitted by Councillor Wendy Brunetta for her attendance at the Northern Ontario Municipal Association (NOMA) Executive Meeting held in Thunder Bay on April 4th, 2018.
- 6.4 Councillor Ken Perry - NOMA Executive Meeting Per Diem.
- committee recommended approval of the per diem claim in the amount of \$240.00 as submitted by Councillor Ken Perry for his attendance at the Northern Ontario Municipal Association (NOMA) Executive Meeting held in Thunder Bay on April 3rd and 4th, 2018.
- 6.5 357/358 Applications for Tax Adjustment re: 700 Scott Street (2017).
- committee recommended approval of the adjustment of 2017 taxes under Section 357/358 of the *Municipal Act* for property located at 700 Scott Street - revised property valuation and classification from commercial to residential due to conversion of prior commercial space to residential apartments.
- 6.6 2017 Child Care - Audited Statement of Revenue and Expenses.
- committee recommended authorizing the acceptance of the Town of Fort Frances Child Programs audited financials for the year ended December 31, 2017 as prepared by BDO Canada LLP and further recommended authorizing payment in the amount of \$3,234.06 for same.
- 6.7 Ontario Regulation 284/09 - Budget Matters.
- committee recommended receiving the Ontario Regulation 284/09 disclosure report for the 2018 Operating Budget as presented.

7. Non-agenda Items

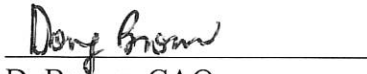
- 7.1 Doug Brown, CAO - NOMA Travel Expense Claim.
- committee recommended approval of the Travel Expense Claim in the total amount of \$67.00 as submitted by Doug Brown, CAO for his attendance at the NOMA Conference in Kenora, Ontario from May 2-4, 2018.
- 7.2 Mayor Roy Avis - NOMA Conference Travel & Per Diem Claims.
- committee recommended approval of the Travel Expense and Per Diem claims in the amount of \$594.00 as submitted by Mayor Roy Avis for his attendance at the NOMA Conference in Kenora, Ontario from May 2-4, 2018.
- 7.3 Councillor Wendy Brunetta - NOMA Conference Travel & Per Diem Claims.
- committee recommended approval of the Travel Expense and Per Diem claims in the total amount of \$577.00 as submitted by Councillor Wendy Brunetta for her attendance at the NOMA Conference in Kenora, Ontario from May 1-4, 2018.
- 7.4 Doug Brown, CAO - Purchase Card Expenses.
- committee recommended approving the purchase card expense claim in the total amount of \$72.80 as submitted by Doug Brown, CAO for a luncheon meeting with M. Martel, Resolute Vice-President Operations on April 6, 2018.

8. Information

- 8.1 Town of Fort Frances Water and Sewer Fund (Operating) Summary for the Four Months Ending Monday April 30, 2018.
- received as information.
- 8.2 Town of Fort Frances General Fund (Operating) Summary for the Four Months Ending Monday, April 30, 2018.
- received as information.

9. Adjourn 1:00 p.m. / Next Meeting Date - May 22nd, 2018


Executive Committee Chair


D. Brown, CAO

TOWN OF FORT FRANCES

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

MINUTES

April 9, 2018

The meeting of Economic Development Advisory Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on April 9, 2018 from 11:46 a.m. to 12:48 p.m.

PRESENT: J. McTaggart, Vice Chair, D. Fortes, C. Mallory, J. Gillon, J. Cumming, K. Perry, M. Caron

ALSO PRESENT: D. Brown, CAO, G. Gillon, RRFDC, T. Drysdale, Consultant, RRFDC, R. Thoms, B.93 The Border and K. Lawson, Secretary

REGRETS: R. Avis, G. Rogozinski, L. Mose, MNDM.

1. **Call to Order - 11:46 p.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 T. Drysdale and D. Brown - Update on recent meeting with Resolute Forest Products.
- 2.2 J. Cumming re: Recent Brochure (Future of the Point Park) produced by the Town for distribution to it's residents.

3. **Disclosure of pecuniary interest and the general nature thereof**
4. **Approval of Previous Advisory Committee Minutes**

- 4.1 March 5, 2018.

Fortes-Mallory: THAT the minutes from the March 5, 2018 regular meeting be approved as distributed.

CARRIED

5. **New Business**

- 5.1 G. Gillon re: Update on west end AG projects.
 - Geoff provided a hand out titled Presentation to Fort Frances Economic Development Committee - April 9, 2018 - Agricultural Sector Projects of the Rainy River District and gave a verbal update on the many projects going on in the district and the financial and economic benefits being derived.

5.2 Tourism Centre 2018 Opening.

- Tannis provided an update on this years opening of the Tourist Information Centre, presently scheduled for May 18th, 2018. Committee members had a discussion about holding a rally outside of the Tourist Information Centre building on the "Fishing Opener" weekend and/or the weekend following to welcome tourists to town.. Tannis will look after producing posters and welcome signs. Advertisement for the event will be sent out using the Town web site, Twitter and Facebook. She was hopeful that committee members would volunteer some time to participate in the event. Doug Brown advised that the Town was successful in negotiating a reduced rate for the Centre's lease.

5.3 Go Local 5 Year Update.

- Tannis advised that the Go Local initiative is now well into its 5th year and still growing with numbers holding strong. The current objective is to attract 5 new members. She advised that her office watches membership numbers very closely and is always working on strategies to attract new consumers. She recently visited Go Local retailers and delivered cup cakes with an opportunity to win prizes.

6. Standing Items

6.1 Rainy Lake Square (update and information of official opening).

- Tannis advised that plans are going ahead for the official opening of the Rainy Lake Square, set for Thursday, May 17th. Invitations are now being set out. There will be remarks from assorted dignitaries and invitees and there will be an official ribbon cutting. It was hoped that all EDAC members will make an appearance.

- Tannis advised members about the upcoming event schedule being organized for the facility. A competition via social media is now underway to vote from 11 local artists to pick potential bands to be highlighted in the Rainy Lake Band Series. 300 votes have been received to date and voting concludes April 16th. She also indicated that two new billboards will be going up in the next couple of weeks to promote the Square.

7. Non-agenda Items

7.1 T. Drysdale and D. Brown - recent discussions with Resolute Forest Products.

- Tannis and Doug provided a brief update on recent discussions with Mr. Michael Martel, Vice-President Operations, Wood Products (Ontario) and how appreciative they are that Resolute is willing to undertake having open communications between the Town and Resolute. Mr. Martel has offered to participate in monthly conference calls. They advised that Resolute made no commitment to selling the Mill as a going concern, however are looking for a company which would be interested in re-developing the current mill infrastructure for non pulp and paper type businesses. Doug advised he forwarded pictures of the wall on the mill's lap building which is in disrepair. They spoke briefly about Resolute beginning to sell certain wood lots in the districts over the next couple of months.

- 7.2 J. Cumming re: Recent Brochure (Future of the Point Park) produced by the Town for distribution to it's residents.
- Ken and Doug provided a brief update on the brochure and the current state of the dispute with Agency One Bands over the Point Park, Road Allowances and Two Chain properties.

8. Adjourn - 12:48 p.m. / Next Meeting Date - May 7, 2018

TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 060

April 16, 2018

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Fort Frances Senior Centre on April 16, 2018 from 10:30 a.m. to 11:11 a.m.

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

ALSO PRESENT: Laurie Lindberg - Treasurer

- 1 **CALL TO ORDER (Session # 060)**

- 2 **APPROVAL OF AGENDA (Call for non-agenda items)**
 - approved without revision.

- 3 **DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF**
 - NIL

- 4 **APPROVAL OF PREVIOUS COMMITTEE MINUTES**
 - 4.1 Community Services Executive Committee - April 2, 2018 - **Approved as amended.**

- 5 **ITEMS REFERRED FROM COUNCIL**
 - NIL

- 6 **NEW BUSINESS**
 - 6.1 Municipal Alcohol Policy Review - A couple of changes were noted to be made to the MAP ((2.0 J) include 11pm for the RL Market Square, (6.26) include 'except where otherwise specified'), that will be forwarded to all other executive committees after evaluation from the Kenora NWHU is received and revisions have been made to the draft.

 - 6.2 Fort Frances Museum Ramp - verbal update - the treasurer was present to discuss the value of the Museum ramp project to be covered by FedNor.

- 7 **NON-AGENDA ITEMS**
 - NIL

- 8 **INFORMATION**
 - 8.1 Next Meeting - May 7, 2018 Memorial Sports Centre

- 9 **CLOSING**

W. Brunetta, Executive Committee Chair

J. Kabel, Community Services Division Manager

TOWN OF FORT FRANCESMINUTESSESSION NO. # 059April 2, 2018

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Fort Frances Children's Complex on April 2, 2018 from 10:30 a.m. to 11:16 a.m.

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

1 CALL TO ORDER (Session #059)

The meeting was called to order by chairperson Wendy Brunetta at 10:29 a.m.

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

2.1 There was a request for an update on the Museum ramp & Library Storage.

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

- NIL

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee Meeting - March 19, 2018 -
Approved as circulated.

5 ITEMS REFERRED FROM COUNCIL

Fort Frances Canadian Bass Championship Support Request

- 5.1 Fort Frances Canadian Bass Championship Support Request - the Committee recommended the following to the lead committee (Administration & Finance):
- 2) to authorize use of the rental stage and wooden tables, chairs, and picnic tables that have been used in the past (to be returned after cleaning).
 - 6) Memorial Sports Centre staff provide tournament directors with a list of Marina slip lessees when they make contact in the Spring.
 - 7) to waive launch fees for tournament competitors and volunteers from July 19th to 21st with the list of pertinent participants being provided to Memorial Sports Centre staff.
 - 8) authorize the temporary installation of poles & flags as requested.
 - 9) permit tournament committee to attach pennants, signs, and banners as requested.
 - 10) Provide two dock keys as requested.

6 NEW BUSINESS

- 6.1 Municipal Alcohol Policy - The Committee will review the draft policy provided to have recommendations for revision at the April 16th meeting. It was noted that the Rainy Lake Square should be added.

7 NON-AGENDA ITEMS

- 7.1 Verbal Update:
- Museum ramp - the ramp portion will proceed as approved by Council with the signing of the letter of intent to continue the ramp portion of the project to be completed by March 31, 2019. The Town has secured a contractor to complete the work prior to November 2018, well in advance of the completion deadline.
 - Library storage - the committee was informed that the Library CEO came to assess the storage space under the '52 seating and was impressed but understood that it was not usable until after much work is done under there to make it usable.

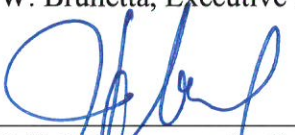
8 INFORMATION

- 8.1 Next meeting - Monday, April 16, 2018

9 CLOSING

There being no further matters before the committee at this time, the meeting was closed by W. Brunetta at 11:16 a.m.


W. Brunetta, Executive Committee Chair


J. Kabel, Community Services Division Manager