

TOWN OF FORT FRANCES

AGENDA -June 11, 2018

MEETING - Council Chambers, Civic Centre

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1. COUNCIL MEETING

(Session No. 088) 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. Consent Agenda:

2.1 Items Referred from Committee of the Whole

2.2 Financial request dated June 1, 2018 from B. Angus, Administrative Board, Watten Fire Department re: Watten Fire Department Fish Fry at Sunny Cove Camp - August 24th, 2018.

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- will be referred to Administration and Finance Executive Committee for recommendation with input from Community Services Executive Committee..

3. Approval of Council Minutes: *

3.1 Session No. 087 dated May 28, 2018*.

4. Approval of Committee of the Whole Minutes: *

4.1 Session No. 128 dated May 28, 2018*.

5. Resolutions from tonight's Committee meeting

6. By-Laws:

6.1 By-Law 06/14-A a By-Law to amend By-Law 06/14 to prohibit the sale and regulate the use of Fireworks within the Town of Fort Frances.

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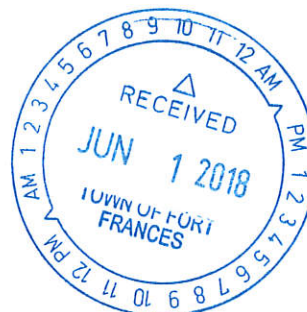
6.2 By-Law xxx/18 a By-Law to authorize the levying and collection of a special charge of taxes upon the Business Improvement Area (BIA).

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6.3 By-Law xxx/18 a By-Law to approve a funding agreement with The Association of Municipalities of Ontario through its Main Street Revitalization Initiative.

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6.4 By-Law xxx/18 a By-Law to adopt an Emergency Plan under Sections 2.1 (2) (a) and 3 (1) of the Emergency Management & Civil Protection Act. <i>- refer also to the By-Law schedule as laid out in COW item 7.1.</i>	30
6.5 By-Law xxx/18 a By-Law to adopt an Emergency Management Program for the Town of Fort Frances pursuant to Section 2.1 (1) of the Emergency Management & Civil Protection Act. - <i>refer also to the By-Law schedule as laid out in COW item 7.2.</i>	31 - 32
7. <u>Information Correspondence:</u>	
7.1 Rainy River Future Development Corporation Annual General Meeting - June 19, 2018 - Emo.	33
7.2 Association of Municipalities of Ontario (AMO) Communicate dated May 28, 2018 re: AMO's Municipal Guide for the 2018 Provincial Elections, June 4, 2018 re: Demand to Protect Double Hatter Firefighters - New Video and June 5, 2018 re: Municipal Priorities in Provincial Election.	34 - 38
7.3 Resolution as passed May 22, 2018 from the City of Quinte West re: Cannabis Grace Period Request.	39
8. <u>Minutes:</u>	
8.1 Administration and Finance Executive Committee dated May 22, 2018.	40 - 42
8.2 Economic Development Advisory Committee dated May 14, 2018.	43 - 46
8.3 Operations and Facilities Executive Committee dated May 9, 2018.	47 - 48
8.4 Community Services Executive Committee dated May 22, 2018.	49 - 50
9. <u>Non-agenda Items</u>	
10. <u>ADJOURNMENT</u>	
11. <u>* Previously distributed to Council</u>	
12. <u>** Items can be viewed by contacting the Clerk</u>	



June 1, 2018
Mayor and Council
Town of Fort Frances

RE: Sunny Cove Camp

As part of its fundraising campaign again this year, the Watten Volunteer Fire Department will be hosting a fish fry at Sunny Cove Camp. The fish fry is scheduled for August 24th.

The Watten Fire Department must raise funds every year to cover operating and maintenance expenses for its fire hall and support fire services vehicle. As part of this campaign we are respectfully requesting the town donate the rental fee for Sunny Cove, or in lieu of this, a monetary donation. In past years the Town of Fort Frances has donated \$300.00 to the Watten Fire Department, and this support has been sincerely appreciated.

If you would like further information about the activities of our organization or this request please contact Chad Buist at 274-9000 or Brian Angus at 274-6057.

We appreciate your consideration and assistance.

Thank you.

Brian Angus
Administrative Board, Watten Fire Department

TOWN OF FORT FRANCES

BY-LAW No. 06/14-A

Being a by-law to prohibit the sale and regulate the use of Fireworks within the Town of Fort Frances.

WHEREAS section 121(a) of the Municipal Act, 2001, S.O. 2001, provides that a local municipality may prohibit and regulate the sale of fireworks and the setting off of fireworks;

AND WHEREAS section 121(b) of the Municipal Act, 2001, S.O. 2001, provides that a local municipality may prohibit the activities described in clause (a) unless a permit is obtained from the municipality for those activities and may impose conditions for obtaining, continuing to hold and renewing the permit, including requiring the submission of plans.

AND WHEREAS section 7.1(1) of the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, as amended provides that a Council of a municipality may pass by-laws regulating fire prevention, including the prevention of spreading fires;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF FORT FRANCES HEREBY ENACTS AS FOLLOWS:

DEFINITIONS

1. An amendment to the Section 1. Definitions as follows:

“**Prohibited Firework**” includes but is not limited to sky lanterns, celebration lanterns, wish lanterns, event lanterns, Chinese lanterns, sky candles, fire balloons or any other similar device. As well as cigarette loads, plugs, exploding matches, sparking matches, ammunition for miniature tie clip, cufflink or key chain pistols, auto alarms or jokers, cherry bombs, M-80 and silver salutes and flash crackers, throw down torpedoes and cracking balls, exploding golf balls, stink bombs, tear gas pens and launchers, party poppers and table bombs, table rockets and bottle sky rockets, fake firecrackers and other trick devices or practical jokes as included on the most recent list of prohibited fireworks as published from time to time under the Act;

READ THREE TIMES and finally passed in open Council this 11th day of June 2018.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES**BY-LAW NO. __/18**

Being a By-Law to authorize the levying and collection of a special charge of taxes upon the Business Improvement Area as provided in the Municipal Act, 2001, S.O. 2001, c.25, Sections 204 – 215.

WHEREAS Schedule “A” to By-Law No. 32/78 as attached thereto, designating a certain area as an improved area, has been duly approved by the Ontario Municipal Board on February 16, 1979, by Order No. M7929;

AND WHEREAS on June 11, 2018 Council approved the Treasurer’s Report 2018/78 dated June 5, 2018 reflecting the required 2018 BIA levy;

AND WHEREAS the said sum of \$45,000.00 is required to be raised as taxes for the Business Improvement Area purposes.

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

1. THAT the Revenue and Expenditure estimates in the amount of \$91,344.00 by the Board of Management of the Business Improvement Area for the year 2018 as shown in Schedule “A” be and the same are hereby approved.
2. THAT there shall be a special levy against occupied property in commercial and industrial classes located within the area designated as the Business Improvement Area in Schedule “A” to By-Law No. 32/78, on the basis of those rates particularly set forth in Schedule “B” forming part of this By-Law in the manner set forth in the said Schedule “B”.

The taxes as shown on Schedule “B” shall be payable in two (2) installments, the first being fifty percent (50%) of the total taxes levied and the second being the remaining balance of said taxes with the due dates for payment as follows:

First Installment: July 31, 2018
Second Installment: August 31, 2018

3. THAT the said levy be placed on the Collector’s Roll of record of the Town of Fort Frances for the year 2018 and collected according to statute and bylaw.
4. THAT all taxes shall be paid into the office of the Collector.
5. THAT the Treasurer and Collector are hereby empowered to accept part payment from time to time on account of taxes due.
6. THAT on all taxes which are in default on the day after the due date a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the first day of each month the default continues until December 31, 2018.

a) On all taxes levied in default on January 1, 2019, interest will be added at the rate of 1.25 percent per month for each month of default.

Town of Fort Frances
By-Law No. __/18
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- 7. THAT penalties and interest added on all taxes in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid tax levy.
- 8. THAT the Collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
- 9. THAT taxes be paid through the following facilities:
 - Town of Fort Frances Civic Center, 320 Portage Avenue, Fort Frances, Ontario
 - Telebanking and Internet Services through and major financial institute
 - Preauthorized Payment Plan
 - Mail Service via Canada Post
 - Night Depository, 320 Portage Avenue, Fort Frances, Ontario
- 10. THAT the Treasurer or Collector is hereby empowered to accept part payment from time to time on account of taxes due.

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

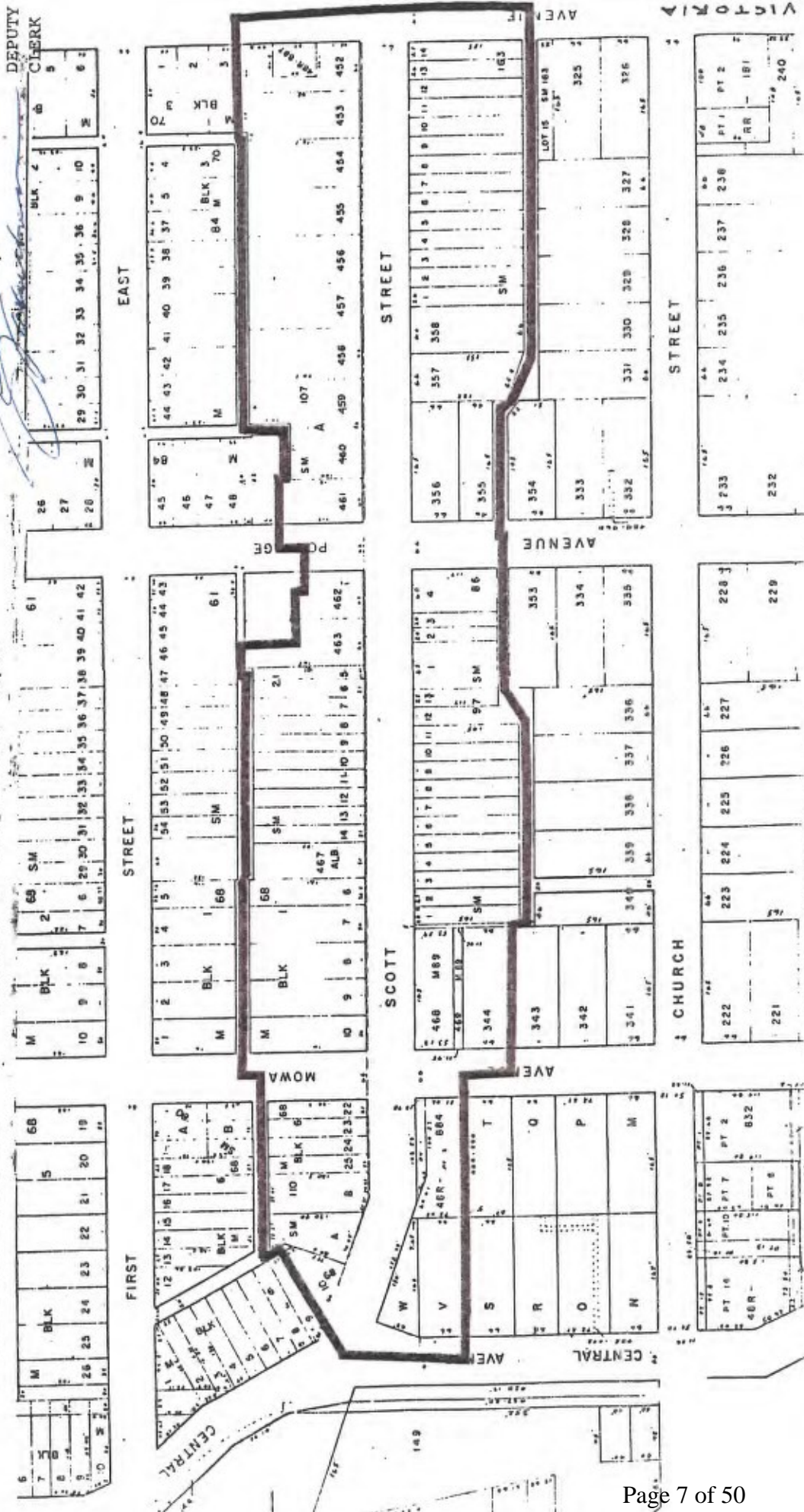
READ THREE TIMES and finally passed in open Council this 11th day of June, 2018.

R. Avis, Mayor

E. Slomke, Clerk

This is Schedule "A" to By-law No. 32/78 of the Town of Fort Frances as passed in open Council on the 11th day of December 1978.

BUSINESS IMPROVEMENT AREA **Schedule "A" to By-law No. 32/78** **MAYOR** **DEPUTY CLERK**



Schedule "B" to By-Law No.____/18

2018 BIA TAX RATES

Class	RTC/ RTQ	2018 Assessment	Tax Rate Discount	Discounted CVA	Tax Ratios	Weighted CVA	Effective Tax Rate	2018 BIA Tax Levy
Commercial	CT	9,828,280	1	9,828,280	1.967217	19,334,359	0.00454135	44,633.70
Industrial	IT	56,200	1	56,200	2.823341	158,672	0.00651773	366.30
Total		9,884,480		9,884,480		19,493,031		45,000.00

Base Rate 45,000.00 Dollars Required
 19,493,031 Weighted Assessment

0.002308517 Base Rate equal to tax ratio of 1

Schedule "A" to By-Law No. ____/18

FORT FRANCES BUSINESS IMPROVEMENT ASSOCIATION
2018 BUDGET

	New Account Number	Account Number	2017 Budget	2017 Actual	2018 Budget
Revenue:					
BIA Taxation - Commercial	60-180-1823-0140-40014	B-055-0140-0014	(44,647)	(44,635.37)	(44,634)
BIA Taxation - Industrial	60-180-1823-0150-40014	B-055-0150-0014	(353)	(364.62)	(366)
BIA Supp/Omit or Write-off	60-180-1823-0122-40014	B-055-0122-0014		314.24	
W/O Vacancy Rebates	60-180-1823-0122-50024	B-055-0122-0024	97	172.31	103
W/O Charity Rebates	60-180-1823-0122-54512	B-055-0122-4512	716	710.17	
Promotions Income	60-180-1823-0430-40688	B-823-0430-0688			
Transfer To/From Surplis	60-180-1823-0000-71030	B-080-0000-0000	(37,553)		(46,447)
			(81,740.00)	(43,803.27)	(91,344.00)
Expenditures:					
Part-time Salaries/Wages	60-180-1823-1101-60020	B-823-1101-1130	4,000	2,860.00	4,000
CPP	60-180-1823-1101-60025	B-823-1101-1123		110.57	
EI	60-180-1823-1101-60030	B-823-1101-1124		65.25	
EHT	60-180-1823-1101-60040	B-823-1101-1129		55.76	
WSIB	60-180-1823-1101-60055	B-823-1101-1122		87.23	
Telephone/Communications	60-180-1823-1200-71251	B-823-1200-1251	1,100	1,225.64	1,200
Postage	60-180-1823-1200-71252	B-823-1200-1252	100		50
Office Supplies	60-180-1823-1400-71410	B-823-1400-1410	500		500
Meeting Expenses	60-180-1823-1500-71532	B-823-1500-1532	200		200
Building & Office Rent	60-180-1823-1500-71552	B-823-1500-1552	2,034	915.84	2,034
Advertising & Public Notice	60-180-1823-1500-71591	B-823-1500-1591	17,500	10,881.53	16,500
Social Media	60-180-1823-1500-71592	B-823-1500-1592	500	19.58	500
Events/Activities	60-180-1823-1500-71593	B-823-1500-1593	2,500	45.00	2,500
Banners & Poles	60-180-1823-1900-71902	B-823-1900-1902	2,000		2,000
Seasonal Decorations	60-180-1823-1900-71903	B-823-1900-1903	5,000	4,113.21	10,000
Future Projects	60-180-1823-1900-71906	B-823-1900-1906	28,306		31,860
Rainy Lake Market Square Project	60-180-1823-1900-71907	B-823-1900-1907	10,000	10,000.00	10,000
Soil/Plants/Trees	60-180-1823-2740-71440	B-823-2740-1440	4,000	4,406.21	6,000
Grounds Repairs/Maintenance	60-180-1823-2740-71545	B-823-2740-1545	2,000	123.31	2,000
Materials	60-180-1823-2750-71471	B-823-2750-1471	2,000		2,000
			81,740.00	34,909.13	91,344.00
Accumulated (Surplus)/Deficit		B-L80-0000-0000	-	(8,894.14)	-

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(BEING a by-law to approve a funding agreement with The Association of Municipalities of Ontario through its Main Street Revitalization Initiative)

WHEREAS the Province of Ontario is making \$26 million available for allocation for the purposes of supporting municipal Main Street Revitalization Initiatives in Ontario.

AND WHEREAS on June 11, 2018, Council approved a recommendation from the Operations and Facilities Executive Committee to enter into a funding agreement with The Association of Municipalities of Ontario under the Main Street Revitalization Initiative for funding to support revitalization activities within main street areas as defined through an existing Community Improvement Plan or other land use planning policy;

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

1. That the funding agreement with The Association of Municipalities of Ontario, 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 11th day of June 2018.

R. Avis, Mayor

E. Slomke, Clerk

MUNICIPAL FUNDING AGREEMENT**ONTARIO'S MAIN STREET REVITALIZATION INITIATIVE**

This Agreement made as of 1st day of April, 2018.

BETWEEN:**THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

(referred to herein as "AMO")

AND:**THE TOWN OF FORT FRANCES**

(a municipal corporation pursuant to the Municipal Act, 2001, referred to herein as the "Recipient")

WHEREAS the Province of Ontario is making \$26 million available for allocation for the purposes of supporting municipal Main Street Revitalization Initiatives in Ontario;

WHEREAS the Province of Ontario, Ontario municipalities as represented by AMO are signatories to Ontario's Main Street Revitalization Initiative Transfer Payment Agreement on March 12, 2018 (the "OMAFRA-AMO Agreement"), whereby AMO agreed to administer Main Street Revitalization funds made available to all Ontario municipalities, excluding Toronto;

WHEREAS the OMAFRA-AMO Transfer Payment Agreement contains a framework for the transfer of provincial funds to Ontario lower-tier and single-tier municipalities represented by AMO;

WHEREAS the Recipient wishes to enter into this Agreement in order to participate in Ontario's Main Street Revitalization Initiative;

WHEREAS AMO is carrying out the fund administration in accordance with its obligations set out in the OMAFRA-AMO Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in this Agreement.

THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:

“Agreement” means this Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 7.2 and Section 2 of Schedule D.

“Association of Municipalities of Ontario (AMO)” means a legally incorporated entity under the Corporations Act, 1990 R.S.O. 1990, Chapter c.38.

“Communication Report” means the duly completed report to be prepared and delivered to AMO as described in Section 7.1 and Section 1 of Schedule D.

“Community Improvement Plan” has the meaning as defined under section 28(1) of the Planning Act, R.S.O. 1990, c. P.13.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Effective Date” is April 1, 2018.

“Eligible Costs” means those expenditures described as eligible in Schedule C.

“Eligible Projects” means projects as described in Schedule B.

“Eligible Recipient” means a

- a. Municipality or its agent (including its wholly owned corporation); and
- b. Non-municipal entity, including for profit, non-governmental and not-for profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the Eligible Project through a formal grant agreement between the Municipality and the non-municipal entity.

“Event of Default” has the meaning given to it in Section 11.1 of this Agreement.

“Funds” mean the Funds made available to the Recipient through the Main Street Revitalization Initiative, a program established by the Government of Ontario. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity in accordance with Section 6.3 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Ineligible Costs” means those expenditures described as ineligible in Schedule C.

“Lower-tier Municipality” means a Municipality that forms part of an Upper-tier Municipality for municipal purposes, as defined under the Municipal Act, 2001 S.O. 2001, c.25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and “Municipalities” means every municipality as defined under the Municipal Act, 2001 S.O. 2001 c.25.

“Municipal Physical Infrastructure” means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Ontario.

“Ontario” means Her Majesty in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs.

“Parties” means AMO and the Recipient.

“Project Completion Date” means the Recipient must complete its Project under this Agreement by March 31, 2020.

“Recipient” has the meaning given to it on the first page of this Agreement.

“Results Report” means the report prepared and delivered to AMO by the Recipient by which reports on how Funds are supporting progress towards achieving the program objective, more specifically described in Section 3 of Schedule D.

“Single-tier Municipality” means a municipality, other than an upper-tier municipality, that does not form part of an upper-tier municipality for municipal purposes as defined under the Municipal Act, 2001, S.O. 2001 c. 25.

“Third Party” means any person or legal entity, other than the Parties to this Agreement who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 6.2 and delivered to AMO in accordance with that section.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, as submitted in the Recipient’s Annual Report.

1.2 Interpretations:

Herein, etc. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.

Currency. Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

Statutes. Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

Gender, singular, etc. Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

2. TERM OF AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2020.
- 2.2 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.3 **Notice.** Any of the Parties may terminate this Agreement on written notice.

3. RECIPIENT REQUIREMENTS

- 3.1 **Communications.** The Recipient will comply with all requirements outlined, including providing upfront project information on an annual basis, or until all Funds are expended for communications purposes in the form described in Section 7.1 and Section 1 of Schedule D.
 - a) Unless otherwise directed by Ontario, the Recipient will acknowledge the support of Ontario for Eligible Projects in the following manner: "The Project is funded [if it is partly funded the Recipient should use "in part"] by the Ontario Ministry of Agriculture, Food and Rural Affairs."
 - b) The Recipient shall notify Ontario within five (5) business days of planned media events or announcements related to the Project, organized by the Recipient to facilitate the attendance of Ontario. Media events and announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
- 3.2 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Canadian Free Trade Agreement and applicable international trade agreements, and all other applicable laws.
 - a) The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be

awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

4. ELIGIBLE PROJECTS

- 4.1 **Eligible Projects.** Costs directly and reasonably incurred by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs or activities funded under the Municipal Physical Infrastructure category, including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the role of small businesses in main street areas as more specifically described in Schedule B and Schedule C
- 4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

5. ELIGIBLE COSTS

- 5.1 **Eligible Costs.** Schedule C sets out specific requirements for Eligible and Ineligible Costs.
- 5.2 **Discretion of Ontario.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Ontario.
- 5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement.
- 5.4 **Reasonable Access.** The Recipient shall allow AMO and Ontario reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Ontario or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Ontario.

6. FUNDS

- 6.1 **Allocation of Funds.** AMO will allocate and transfer Funds on the basis of the formula determined by Ontario.
- 6.2 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):

- a) The allocation and transfer shall be authorized by by-law (a "Transfer By-law"). The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year specified in the Transfer By-law.
- b) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.
- c) No transfer of Funds pursuant to this Section 6.2 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred; in a form satisfactory to AMO.

6.3 Transfer of Funds to a non-municipal entity. Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:

- a) The provision of such support shall be authorized by a grant agreement between the Municipality and the Eligible Recipient in support of a Community Improvement Plan. The grant agreement shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.
- b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer including the submission of an Annual Report in accordance with Section 7.2.
- c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to the Municipality the grant agreement.

6.4 Use of Funds. The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

6.5 Payout of Funds. The Recipient agrees that all Funds will be transferred by AMO to the Recipient upon full execution of this Agreement.

6.6 Use of Funds. The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account and shall retain the Funds in such reserve fund, or account until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:

- a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient's investment policy; and,

- b) any interest earned on Funds will only be applied to Eligible Costs for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.
- 6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Costs. AMO reserves the right to declare that Unspent Funds after March 31, 2020 become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.
- 6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by March 31, 2020.
- 6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 6.10 **Limit on Ontario's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 6.11 **Stacking.** If the Recipient is receiving funds under other programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum contribution limitation set out in any other program agreement made in respect of that Eligible Project shall continue to apply.
- 6.12 **Insufficient funds provided by Ontario.** If Ontario does not provide sufficient funds to AMO for this Agreement, AMO may terminate this Agreement.

7. REPORTING REQUIREMENTS

- 7.1 **Communication Report.** Immediately upon execution of this Agreement the Recipient shall report to AMO any Eligible Project being undertaken in the current Municipal Fiscal Year in the form described in Schedule D.
- 7.2 **Annual Report.** The Recipient shall report in the form in Schedule D due by May 15th following the Municipal Fiscal Year on:
 - a) the amounts received from AMO under this Agreement;
 - b) the amounts received from another Eligible Recipient;
 - c) the amounts transferred to another Eligible Recipient;
 - d) amounts paid by the Recipient in aggregate for Eligible Projects;
 - e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;
 - f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,

- g) a listing of all Eligible Projects that have been funded, indicating the Eligible Project category, project description, amount of Funds, total project cost, start date, end date and completion status.

- 7.3 **Results Report.** The Recipient shall account in writing for results achieved by the Funds through a Results Report to be submitted to AMO. Specifically the Results Report shall document performance measures achieved through the investments in Eligible Projects in the form described in Section 3 of Schedule D.

8. RECORDS AND AUDIT

- 8.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles (GAAP) in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.
- 8.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice, the Recipient shall submit all records and documentation relating to the Funds to AMO and Ontario for inspection or audit.
- 8.3 **External Auditor.** AMO and/or Ontario may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the audit report to the Recipient and Ontario at the same time that the audit report is given to AMO.

9. INSURANCE AND INDEMNITY

- 9.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance, which insurance coverage shall identify Ontario and AMO as additional insureds for the purposes of the Eligible Projects.
- 9.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 9.1. No Funds shall be expended

or transferred pursuant to this Agreement until such certificate has been delivered to AMO.

9.3 **AMO not liable.** In no event shall Ontario or AMO be liable for:

- (a) any bodily injury, death or property damages to the Recipient, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement; or
- (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or consultants arising out of any or in any way related to this Agreement.

9.4 **Recipient to Compensate Ontario.** The Recipient will ensure that it will not, at any time, hold Ontario, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Ontario, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Ontario in the performance of his or her duties.

9.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "Indemnatee"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnatee incurred by any Indemnatee or asserted against any Indemnatee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (a) the Funds;
- (b) the Recipient's Eligible Projects, including the design, construction, operation, maintenance and repair of any part or all of the Eligible Projects;
- (c) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by a Third Party, its officers, servants, employees, or agents; and
- (d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees or agents.

10. DISPOSAL

10.1 **Disposal.** The Recipient will not, without Ontario's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or

for which Funds were provided, the cost of which exceed \$50,000 at the time of sale, lease or disposal prior to March 31, 2021.

11. DEFAULT AND TERMINATION

- 11.1 **Event of Default.** AMO may declare in writing that an event of default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an event of default has occurred unless it has first consulted with the Recipient. Each and every one of the following events is an “Event of Default”:
- (a) failure by the Recipient to deliver in a timely manner an Annual Report or Results Report.
 - (b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.
 - (c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.
 - (d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.
 - (e) failure by the Recipient to expend Funds in accordance with Sections 4.1 and 6.8.
- 11.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 11.3 **Remedies on default.** If AMO declares that an Event of Default has occurred under Section 11.1, after thirty (30) calendar days from the Recipient’s receipt of the notice of an Event of Default, it may immediately terminate this Agreement.
- 11.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.

12. CONFLICT OF INTEREST

- 12.1 **No conflict of interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Ontario applies will derive direct benefit from the Funds, the Unspent Funds, and interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

13. NOTICE

13.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 13.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by facsimile shall be deemed to have been given when sent; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.

13.2 **Representatives.** The individuals identified in Section 13.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

13.3 **Addresses for Notice.** Further to Section 13.1 of this Agreement, notice can be given at the following addresses:

a) If to AMO:

Executive Director
Main Streets Agreement
Association of Municipalities of Ontario 200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Telephone: 416-971-9856
Email: mainstreets@amo.on.ca

b) If to the Recipient:

Treasurer
Laurie Lindberg
TOWN OF FORT FRANCES
320 Portage Avenue
Fort Frances, ON P9A 3P9
(807) 274-5323 x1225
llindberg@fortfrances.ca

14. MISCELLANEOUS

14.1 **Counterpart Signature.** This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

14.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this

Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

- 14.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 14.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 14.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 5, 6.7, 6.8, 7, 9.4, 9.5, 11.4 and 14.8.
- 14.6 **AMO, Ontario and Recipient independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Ontario and the Recipient, between AMO and the Recipient, between Ontario and a Third Party or between AMO and a Third Party.
- 14.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Ontario or AMO.
- 14.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 14.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.

15. SCHEDULES

- 15.1 This Agreement, including:
 - Schedule A Municipal Allocation
 - Schedule B Eligible Projects
 - Schedule C Eligible and Ineligible Costs
 - Schedule D Reporting

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

16. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, sealed and delivered this Agreement on the date set out on the front page.

RECIPIENT'S NAME:

TOWN OF FORT FRANCES

Mayor Name

Signature

Clerk Name

Signature

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By Title

Signature

In the presence of:

Witness Title

Signature

**SCHEDULE A
MUNICIPAL ALLOCATION**

RECIPIENT'S NAME: **TOWN OF FORT FRANCES**

ALLOCATION: **\$44491.856**

The Recipient acknowledges this is a one time payment for Eligible Projects with Eligible Costs.

SCHEDULE B ELIGIBLE PROJECTS

Funding is to be directed to Eligible Projects to support revitalization activities within main street areas, as defined through an existing Community Improvement Plan or any other municipal land use planning policy. Funding can be used in one or both of the following categories:

1. **Community Improvement Plan** – construction, renewal, renovation or redevelopment or material enhancement activities that implement priority financial incentives in existing Community Improvement Plans such as:
 - a. Commercial building façade improvements
 - b. Preservation and adaptive reuse of heritage and industrial buildings
 - c. Provision of affordable housing
 - d. Space conversion for residential and commercial uses
 - e. Structural improvements to buildings (e.g. Building Code upgrades)
 - f. Improvement of community energy efficiency
 - g. Accessibility enhancements
2. **Other Municipal Land Use Planning Policy** – construction, renewal or material enhancement activities to fund strategic Municipal Physical Infrastructure and promotional projects such as:
 - a. Signage – wayfinding/directional, and gateway.
 - b. Streetscaping and landscape improvements – lighting, banners, murals, street furniture, interpretive elements, public art, urban forestation, accessibility, telecommunications/broadband equipment, parking, active transportation infrastructure (e.g. bike racks/storage, cycling lanes and paths) and pedestrian walkways/trails.
 - c. Marketing plan implementation – business attraction and promotion activities, special events.

SCHEDULE C

ELIGIBLE AND INELIGIBLE COSTS

1. Eligible Costs include:

- a. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs.
- b. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal or material enhancement activities funded under the Municipal Physical Infrastructure category including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the success of small businesses in main street areas.

2. Ineligible Costs include:

- a. Costs incurred prior to Effective Date or after the Project Completion Date;
- b. Any costs associated with providing the Annual and Results Reports to AMO;
- c. Any costs associated with lobbying Ontario, including other Ministries, agencies and organizations of the Government of Ontario;
- d. Costs associated with construction, renewal, renovation or redevelopment or material enhancement of all things in the following categories: highways, short-sea shipping, short-line rail, regional or local airports, and brownfield redevelopment;
- e. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement that do not improve energy efficiency, accessibility, aesthetics of marketability of small businesses within an Recipient's main street areas; or that do not encourage strategic public investments in municipal and other public infrastructure within main street areas that will benefit small businesses; or that otherwise will likely fail to contribute to the success of main street businesses;
- f. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement outside of the Recipient's main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy;
- g. The cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Costs above;
- h. Taxes, to which the Recipient is eligible for a tax rebate;
- i. Purchase of land or any interest therein, and related costs; and,
- j. Routine repair and maintenance Municipal Physical Infrastructure.

SCHEDULE D REPORTING

1. Communication Report

Immediately following the Municipality executing this Agreement the Recipient will provide AMO a Communication Report in an electronic format deemed acceptable to AMO, consisting of the following:

Project Title	Project Description	Eligible Project Category (CIP/ Municipal Physical Infrastructure	Total Project Cost	Estimate of Funds (Main Street) Spent

2. Annual Report

The Recipient will provide to AMO an Annual Report in an electronic format deemed acceptable to AMO, consisting of the following:

- a. Financial Reporting Table: The financial report table will be submitted in accordance with the following template:

Annual Report Financial Table	Annual	Cumulative
	20xx	2018 - 2020
Opening Balance	\$xxx	
Received from AMO	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Received from An Eligible Recipient	\$xxx	\$xxx
Transferred to an Eligible Recipient	(\$xxx)	(\$xxx)
Spent on Eligible Projects (for each Eligible Project category)	(\$xxx)	(\$xxx)
Closing Balance of Unspent Funds	\$xxx	

- b. Project List: The Recipient will provide to AMO a project list submitted in accordance with the following template:

Recipient	Project Title	Project Description	Eligible Project Category	Total Project Cost	Main Street Funds Used	Start & End Date	Completed?
							Yes/No/ Ongoing

3. Project Results.

The Results Report shall outline, in a manner to be provided by AMO, the degree to which investments in each project are supporting progress towards achieving revitalization within main street areas:

- a. Community Improvement Plan Eligible Projects
 - Number of small businesses supported;
 - Total value of physical improvements;
 - Total Main Street Funds provided;
 - Total Municipal investment; and,
 - Total private investment.
- b. Municipal Physical Infrastructure Eligible Projects
 - Total value of physical improvements;
 - Total Main Street Funds provided; and
 - Total municipal investment.

TOWN OF FORT FRANCES

BY-LAW NO.

(A By-Law to Approve an Emergency Plan)

(Being a by-law to adopt an Emergency Plan under Sections 2.1 (2) (a) and 3 (1) of the Emergency Management & Civil Protection Act, R.S.O., 1990, Ch. E 9, as amended).

WHEREAS the Emergency and Civil Protection Act, Sections 2.1 (2) (a) and 3 (1) requires every Municipality to develop and implement an emergency plan;

AND WHEREAS on _____, Council approved a recommendation from the Fire Chief/CEMC to create a new updated Town of Fort Frances Emergency Plan.

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

- 1) The document entitled the Town of Fort Frances Municipal Emergency Plan attached hereto as Schedule “A” shall be and is adopted as the emergency plan of the Town of Fort Frances.
- 2) In accordance with Section 3 (6) of the Emergency Management & Civil Protection Act, R.S.O., 1990, Ch. E 9, as amended, Schedule “A” shall be reviewed and, if necessary, revised (at least once each calendar year);
- 3) In the event of any conflict between the provisions of Schedule “A” hereto and the provisions of any statute, regulation or other law, the provisions of such statute, regulation, or other law shall govern;
- 4) That By-Law No. 10/12 being an emergency response plan adopted by said By-law No. 10/12 and all amendments hereby be rescinded.

READ THREE TIMES and finally passed in open Council this ____day of_____, 2018.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO.

(A By-Law to Approve an Emergency Management Program)

(Being a by-law to adopt an Emergency Management Program for the Town of Fort Frances pursuant to Section 2.1 (1) of the Emergency Management & Civil Protection Act, R.S.O., 1990, Ch. E 9, as amended).

WHEREAS the Emergency and Civil Protection Act, Section 2.1 (1) requires every Municipality to develop and implement an Emergency Management Program;

AND WHEREAS Section 2.1 (2) of the Emergency Management & Civil Protection Act stipulates the content of each Municipalities Emergency Management Program;

AND WHEREAS Section 14 (1) of the Emergency Management & Civil Protection Act requires Emergency Management Programs to conform with regulatory standards, in accordance with international best practices;

AND WHEREAS the Emergency Management & Civil Protection Act makes provision for the Head of Council to declare an emergency exists in a community, or any part thereof, and also provides the Head of Council with the authority to take such action or make such order as he/she considers necessary and not contrary to law, to implement the emergency response plan and respond to an emergency;

AND WHEREAS the Emergency Management & Civil Protection Act, consistent with Section 242 of the Municipal Act, R.S.O., 1990, as amended, provides for the delegation of one or more members of Council who may exercise the powers and perform the duties of the Head of Council during his/her absence or his/her inability to act;

AND WHEREAS the Emergency Management & Civil Protection Act, authorizes employees of a Municipality to respond to an emergency in accordance with the emergency response plan where an emergency exists but has not yet been declared to exist;

AND WHEREAS on _____, Council approved a recommendation from the Fire Chief/CEMC to create a new updated Town of Fort Frances Emergency Management Program.

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

- 1) That an Emergency Management Program be developed for the town of Fort Frances consistent with and in accordance with international best practices as considered by Regulatory Standards established under the Emergency Management & Civil Protection Act, including the four core components of emergency management, namely: mitigation/prevention, preparedness, response and recovery;
- 2) That the Emergency Management Program for the Town of Fort Frances shall be consistent with the objectives of public safety, public health, the environment, critical infrastructure and property, and to promote economic stability and a disaster-resilient community;
 - a) That Schedules “A” “B” “C” “D” and “E”, attached hereto, shall form part of this By-Law;
 - b) Schedule “A”, being the Emergency Plan for the Town of Fort Frances, pursuant to Section 3 of the Emergency Management & Civil Protection Act, R.S.O., 1990, Ch. E9, as amended;
 - c) Schedule “B”, being a Schedule for the designation of a Community Emergency Management Coordinator;

TOWN OF FORT FRANCES

BY-LAW NO.

- d) Schedule “C”, being a Schedule to establish the composition, organization and operational guidelines of the Emergency Management Program Committee;
- e) Schedule “D”, being a Schedule to designate and identify a community Emergency Information Officer;
- f) Schedule “E”, being the Community profile Document;

The Town of Fort Frances Emergency Management Program shall be reviewed annually by Council;

READ THREE TIMES and finally passed in open Council this ____ day of ____, 2018

R. Avis, Mayor

E. Slomke, Clerk



**RAINY RIVER FUTURE
DEVELOPMENT CORPORATION**
A Community Futures Development Corporation



May 14, 2018

Mayor Avis & Council
320 Portage Ave.
Fort Frances, Ontario
P9A 3P9

Dear Mayor Avis & Council:

On behalf of the Board of Directors of the Rainy River Future Development Corporation, I would like to invite you to attend our Annual General Meeting scheduled for Tuesday, June 19, 2018 at 6:30 p.m. The meeting is to be held at the Emo Legion, 123 Jessie Street, Emo, Ontario.

There will be an election for three (3) 3-year term positions on the Board of Directors, as well as an update on the progress of various projects and the plans for the coming year.

The Board of Directors looks forward to seeing you at this year's Annual General Meeting.

Sincerely,

Jim Belluz
Chair



From: AMO President
To: [Lisa Slomke](#)
Subject: AMO's Municipal Guide for the 2018 Provincial Election
Date: Friday, May 25, 2018 12:48:37 PM

May 25, 2018

AMO's Municipal Guide for the 2018 Provincial Election

Municipal Colleague:

With the June 7th Ontario election less than two weeks away, AMO has prepared a [Municipal Guide](#) to provide members with an analysis of what the election promises mean or do not mean for our top municipal interests. So far, we have not seen a plan that relates directly to municipal government.

I have written all four provincial leaders, sharing the Guide and inviting them to complete it where there are gaps and to enhance or clarify their parties' commitments to municipal governments. AMO will update the Guide in real time as further party platform information is released or as we receive it from the campaigns. Stay current by checking AMO's provincial election [site](#) regularly. You will also find other election materials – quick reference cards, several videos and a one-pager on the local government issues that matter province wide.

Take what you need for your website and social media use and most definitely follow us on social media.

There are so many provincial rules that affect us. This election is also about the future of municipal government. AMO appreciates your interest and support in amplifying the municipal voice.

Lynn Dollin

AMO President

AMO Contacts:

Pat Vanini, Executive Director, pvanini@amo.on.ca, 416-971-9856 ext. 318

Monika Turner, Director of Policy, mturner@amo.on.ca, 416-971-9856 ext. 316

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

official record.



Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Monday, June 4, 2018 10:03 AM
To: Lisa Slomke
Subject: Demand to Protect Double Hatter Firefighters - New Video

June 4, 2018

Demand to Protect Double Hatter Firefighters – New Video

Ontario's double hatter firefighters work hard to protect our communities – where they work full time and if they live in smaller places.

Double hatters should be thanked for their service, not charged and fined.

Our new video calls on the Ontario Government to protect double hatter firefighters, once and for all.

AMO and ROMA are calling on you to share the [video](#) on social media, and to ask your local provincial candidates where they stand on protection of double hatter firefighters.

How to share:

- Share directly from YouTube: https://www.youtube.com/watch?v=e2R_hrLk_TM.
- Re-tweet @ROMA_Ont:
https://twitter.com/ROMA_Ont/status/1002238123257073664.

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

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

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



Kathy Lawson

From: AMO President <amopresident@amo.on.ca>
Sent: June-05-18 1:59 PM
To: Roy Avis
Subject: Municipal Priorities in Provincial Election

June 5, 2018

Municipal Priorities in Provincial Election

Dear Member:

AMO has been working hard to make sure that municipal priorities are not forgotten in the drama of this provincial election.

AMO was one of the first to register as a third-party advertiser under the new rules. We created a video and toolkit, launched Facebook ads, purchased advertorials on the *National Post* and Metroland news sites and even advertised on The Weather Network – which hosts one of Ontario's most popular websites and apps. We also engaged with voters through Twitter and media coverage, with op-ed columns placed in newspapers including the *Globe and Mail* and about a dozen local daily or rural community news sites. Links to a sample of the op-eds follow this note. Including the *Globe*, this campaign reached an estimated audience of about 15 million people.

We could not do this work without the support of our members. As we head into the last day of the campaign, I want to thank all the municipal leaders who stepped up to press for a **greater local say** in how our services are delivered and a **greater local share** of tax revenues.

Whether you shared our [video](#), retweeted our messages or signed an op-ed, your support was critical to the campaign.

For further insights into the municipal angle of this election, please listen to our most recent [podcast](#), featuring an interview with TVO producer John Michael McGrath.

AMO is ready to work with the outcome of the public's vote – whether majority or minority government. We will work to make sure that all MPPs and policy makers understand the importance of municipal government, and how intertwined our services are with decisions made at Queen's Park. Make no mistake, to get action, especially in the early days, municipal leaders will need to speak with a strong and united voice. AMO,

which brings together representatives from various municipal groups, is well suited for this effort. Please stay tuned to our weekly Watch File newsletter, follow us on Twitter via @AMOPolicy, and subscribe to our new podcast on [iTunes](#) or [Google Play](#).

Sincerely,

Lynn Dollin
AMO President

Read a sample of the op-eds:

<https://www.theglobeandmail.com/opinion/article-wheres-the-plan-for-ontarios-municipalities/>

<https://www.thespec.com/opinion-story/8643757-where-are-plans-for-ontario-municipalities-/>

<https://www.insideottawavalley.com/opinion-story/8637614-where-s-the-plan-for-municipalities-/>.

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



CITY OF QUINTE WEST

*Office of the Mayor
Jim Harrison*



**P.O. Box 490
Trenton, Ontario, K8V 5R6**

**TEL: (613) 392-2841
FAX: (613) 392-5608**

May 28, 2018

Ms. Lynn Dollin, President
Association of Municipalities of Ontario
200 University Ave, Suite 801
Toronto, ON M5H 3C6

RE: Resolution – Cannabis Grace Period Request

Dear: Ms. Lynn Dollin,

This letter will serve to advise that at a meeting of City of Quinte West Council held on May 22, 2018 Council passed the following resolution:

"That the Council of the City of Quinte West requests that once the cannabis legislation is passed that a six month grace period be enacted to ensure that municipal law enforcement officers and the Ontario Provincial Police are adequately trained to enforce the said legislation;

And further that this resolution be circulated to the local MP, MPP, AMO, and other municipalities. **Carried**"

We trust that you will give favourable consideration to this request.

Sincerely,

CITY OF QUINTE WEST

A handwritten signature in black ink that reads "Jim Harrison".

Jim Harrison
Mayor

cc: MP Neil Ellis, Bay of Quinte
cc: MPP Lou Rinaldi, Northumberland-Quinte West

TOWN OF FORT FRANCESMINUTESSESSION NO. # 70May 22, 2018

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on May 22, 2018 from 12:02 p.m. to 12:36 p.m.

PRESENT: Councillor K. Perry, Mayor R. Avis, 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 (12:02 p.m. to 12:07 p.m.) and K. Lawson, Secretary

REGRETS:

1. **Call to Order 12:02 p.m.**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
 - 2.1 D. Galusha, Deputy Treasurer - Revise By-Law 23/18.
3. **Disclosure of pecuniary interest and the general nature thereof**
 - 3.1 Councillor K. Perry disclosed an interest in agenda item 7.5 as the NOMA Conference Travel & Per Diem Claims were his. He turned the chair over to Councillor G.P. Ryan and did not participate in any discussion when the matter was considered.
 - 3.2 Councillor Paul Ryan disclosed an interest in agenda item 7.7 as the NOMA Conference Travel & Per Diem Claims were his. He did not participate in any discussion when the matter was considered.
4. **Approval of Previous Committee Minutes**
 - 4.1 Session No. 69 dated May 8, 2018.

Brunetta-Ryan: Approved as presented.

CARRIED

5. **In-Camera - none identified**

6. Items Referred from Council

- 6.1 Rainy River Vet Services Committee.
 - committee recommended approval of a financial contribution in the amount of \$650.00 to support the Rainy River Vet Services Committee Vet Assistance Trust Fund. The Treasurer will append additional information on the cost sharing contributions for the Rainy River District municipalities to her report for Councillor's information.

7. New Business

- 7.1 Amendment to By-Law 06/14.
 - committee recommended amending By-Law 06/14 to prohibit certain fireworks from use in the Town of Fort Frances.
- 7.2 357/358 Applications for Tax Adjustment re: 605 McIrvine Road (2017).
 - committee recommended approval of the adjustment of 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 to December 31, 2017.
- 7.3 357/358 Applications for Tax Adjustment re: 1008 Walker Avenue (2017).
 - committee recommended approval of 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.
- 7.4 Advisory Notice of Adjustment re: 375 Scott Street (2017).
 - committee recommended receiving the Advisory Notice of Adjustment for property located at 375 Scott Street in Fort Frances for the 2017 taxation year.
- 7.5 Councillor Ken Perry - NOMA Conference Travel & Per Diem Claims.
 - committee recommended approval of the Travel Expense and Per Diem Claims in the total amount of \$644.74 as submitted by Councillor Ken Perry for his attendance at the NOMA Conference in Kenora, Ontario from May 1-4, 2018.
- 7.6 Councillor Doug Kitowski - NOMA Conference Travel & Per Diem Claims.
 - committee recommended approval of the Travel Expense and Per Diem claims in the total amount of \$602.82 as submitted by Councillor Doug Kitowski for his attendance at the NOMA Conference in Kenora, Ontario from May 2-4, 2018.
- 7.7 Councillor Paul Ryan - NOMA Conference Travel & Per Diem Claims.
 - committee recommended approval of the Travel Expense and Per Diem Claims in the total amount of \$777.30 as submitted by Councillor Paul Ryan for his attendance at the NOMA Conference in Kenora, Ontario from May - 4, 2018.

- 7.8 Councillor June Caul - NOMA Conference Travel & Per Diem Claims.
- committee recommended approval of the Travel Expenses and Per Diem Claims in the total amount of \$523.01 as submitted by Councillor June Caul for her attendance at the NOMA Conference in Kenora, Ontario from May 204, 2018.
- 7.9 Rainy River District Municipal Association Per Capita Request.
- committee recommended approval of the Rainy River District Municipal Association 2018 per capita levy in the amount of \$6,761.75.

8. Non-agenda Items

- 8.1 Revise By-Law 23/18.
- committee recommended approving a revision to By-Law 23/18 to correct the percentage as laid out in the report from OPTA. The wording will change to “the industrial property class clawback percentage shall be limited to 33.1293% with the retained percentage at 66.8707%”.

9. Information

- 9.1 Fort Frances Fire & Rescue Services - April 2018 Report. - received as information.

10. Adjourn 12:36 p.m./ Next Meeting Date - June 5, 2018

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCES

MINUTES

May 14, 2018

The meeting of Economic Development Advisory Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on May 14, 2018 from 11:49 p.m. to 1:14 p.m.

PRESENT: M. Caron, Acting Chair, C. Mallory, G. McBride, K. McCaig, J. Cumming, J. Gillon, K. Perry, L. Mose, MNDM and Mayor R. Avis

ALSO PRESENT: D. Brown, CAO, G. Gillon, Regional Economic Developer, N. Gaudio, Economic Development Coordinator, E. Dykstra, Summer Student, RRFDC, R. Thoms, B.93 The Border and K. Lawson, Secretary

REGRETS: G. Rogozinski, J. McTaggart, D. Fortes, T. Drysdale, Consultant, RRFDC

1. Call to Order - 11:49 a.m.

2. Non-agenda Committee items which because of urgency cannot be deferred to a subsequent meeting, identified to be considered later in the meeting. - none identified

- 2.1 As both Chair and Vice Chair were absent, Committee appointed M. Caron as acting Chair for purposes of conducting this meeting.

Mallory-McBride: THAT for purposes of conducting this meeting, M. Caron be appointed as Acting Chair.

CARRIED

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

4. Approval of Previous Advisory Committee Minutes

- 4.1 April 9, 2018 Meeting Minutes.

Perry-Mallory: THAT the minutes from the April 9th, 2018 regular meeting be approved as distributed.

CARRIED

5. New Business

- 5.1 Market Square Activities Update 2018 (Natasha Gaudio, Economic Development Coordinator, and Emma Dykstra, Summer Student - RRFDC).
- committee members ideas as captured during the meeting are provided.

Brainstorming Session

Rainy Lake Square Activity Ideas

- Northern 'Elvis' Fest (or similar artist)
- Soapbox night
- Culture-rama (food diversity event)
- Pow wow
- Dance Lessons (square dance)
- Yoga in the park (tai chi)
- Action figure/princess day (costume dress up day)
- Dog show (dog trainer)
- Comedy night
- MNRF, stuffed wild animals
- Open mic
- Mini TED talks on regional topics (series)
- Christmas caroling, tree?
- Interpretive theatre, local content
- Piano!
- Battle of the Bands
- Canadian artists (singer/song writer, Tom Jackson)
- Local politics- civic engagement (debates with local candidates)
- Fish tank, fishing related talks
- Fishing pond
- Kids dog show
- Bush plaid party
- Petting zoo

- 5.2 Brainstorming Session with Natasha Gaudio, Economic Development Coordinator, and Emma Dykstra, Summer Student - RRFDC - How to bring in International Falls residents to Fort Frances.

- committee members ideas as captured during the meeting are provided below along with item 5.3

- 5.3 Brainstorming Session with Natasha Gaudio, Economic Development Coordinator and Emma Dykstra - RRFDC Summer Student re:
"Great Ideas For One Hour in Fort Frances" and
"Great Ideas for One Day in Fort Frances"

- committee members ideas as captured during the meeting are provided.

What to do in Fort Frances Ideas

One Hour

- ***Museum, Hallet, tower***
- ***River walk/marina***
- ***Shop downtown***
- ***Lunch anywhere\market square***

- *Playgrounds*
- *Fountain at Lions Park*
- *Point park*
- *Swimming at Point*
- *Pool*
- *Ice cream*
- *Geocache location?*
- *Barrel train?*

Three Hours

- *8th street trails*
- *Bog walk*
- *Skate park*
- *Library and tech centre (nature packs/fishing gear rental)*
- *Swimming at point park*
- *Tennis*
- *Picnic*
- *Historic markers tour*
- *Walking trails*
- *Tree walk*

One Day

- *Golf*
- *Kay-nah-chi-weh-nung historical centre*
- *Sunset country water sports*
- *Tour with Rusty Myers flight*
- *Pow wow schedule*
- *Swimming*
- *Tennis*
- *Water taxi*
- *Fishing on Rainy Lake*
- *Emo splash park*

Website Ideas

Link Pages

- Town
- Sunset Country
- Library
- Museum
- Sportsplex

Misc. Ideas

- Sunset Country app
- Fort Frances app

- Community calendar at Tourist Centre
- Map of the town!
- Ambassador program
- Facebook page (update with events)
- How can they get there?

5.4 **REMINDER** - Rally at the Border Event - May 18, 2018.

- Natasha reminded everyone about the rally by the Canada Border Services building on Friday, May 18th, 2018 at 11:00 a.m. It is hoped as many EDAC members who are available will take the time to attend and support this initiative.

6. Non-agenda Items - none identified

7. Adjourn 1:14 p.m./ Next Meeting Date - changed to June 4, 2018

TOWN OF FORT FRANCESMINUTESSESSION NO. #007May 9, 2018

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on May 9, 2018 from 8:30 a.m. to 9:15 a.m.

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

ALSO PRESENT: Mayor Roy Avis

1. Call to Order

1.1 The meeting was called to order at 8:30 a.m.

2. Disclosure of pecuniary interest and the general nature thereof

2.1 None

3. Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on April 18, 2018 - the minutes were approved as previously circulated.

4. Non-agenda Items

4.1 None

5. Items Referred from Council

5.1 Frozen Water Line Invoice - the administration report was approved as recommended.

5.2 St. Francis School - Opinions in regards to Pollution Created by Plastic Water Bottles - the Operations and Facilities Executive Committee will write a letter to the class outlining our recycling programs, encourage them to make up posters around Town. We will also put a poster in with the water bills.

6. New Business

6.1 Elizabeth Street and Cornwall Avenue Road Reconstruction - property owners that made

the budget request were invited to attend and ask questions about why the project was pulled from the budget. No one was in attendance.

- 6.2 Execution of a Funding Agreement - Connecting Link Program Mill Road Overpass Construction - the administration report was approved as recommended.
- 6.3 Award of RFP 18-OF-05 - Fire Protection and Prevention Services - the administration report was approved as recommended.
- 6.4 Clean Water Wastewater Funding Agreement Amendment - Nelson - the administration report was approved as recommended.
- 6.5 Funding Agreement - Canada Summer Jobs Program GIS/Engineering Summer Student - the administration report was approved as recommended.
- 6.6 Award of Tender 18-OF-04 for MHSW Services to Host Household Hazardous Waste Events in Fort Frances - the administration report was approved as recommended.
- 6.7 Award of Tender 18-OF-03 - 2018 Roadworks - the administration report was approved as recommended.

7. Information

- 7.1 Operations and Facilities Division - Environmental Area - Operations Statistics - March 2018 - the March 2018 Environmental Area statistics were received and will be forwarded to Council as information only. No action required.

8. Adjourn / Next Meeting Date

- 8.1 The meeting adjourned at 9:15 a.m.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCESMINUTESSESSION NO. #061May 22, 2018

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Memorial Sports Centre - '52 Canadians Meeting Room on May 22, 2018 from 10:30 a.m. to 10:50 a.m.

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

1 CALL TO ORDER (Session # 061)

The meeting was called to order at 10:31 a.m by chairperson, Wendy Brunetta.

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

- NIL

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 16, 2018 -**Approved as circulated.**

5 ITEMS REFERRED FROM COUNCIL

- NIL

6 NEW BUSINESS

6.1 East End Hall Fire Safety Plan - The Committee recommends to Mayor and Council to endorse the attached fire safety plan for the East End Hall.

6.2 Concussion Policy - The Committee recommends to Mayor and Council to endorse the attached concussion policy for the Memorial Sports Centre effective immediately.

6.3 Ontario Sport & Recreation Community Fund - The Committee recommends Mayor & Council to endorse the agreement with the Ministry of Tourism, Culture, and Sport, by authorizing the Mayor & Clerk to execute the agreement.

7 NON-AGENDA ITEMS

- NIL

8 INFORMATION

8.1 Next Meeting - June 4, 2018 - Memorial Sports Centre

9 CLOSING

There being no further matters before the committee at this time, the meeting was closed by W. Brunetta at 10:50 a.m.

W. Brunetta, Executive Committee Chair

J. Kabel, Community Services Division Manager