

TOWN OF FORT FRANCES

AGENDA - September 10, 2018

MEETING - Council Chambers , Civic Centre

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1. COUNCIL MEETING

(Session No. 092) 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 T. Drysdale, Economic Development Consultant, Rainy River Future
Development Corporation

4 - 14

Summer 2018 - Activity Report

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Letter dated August 20, 2018 from L. Brockie, Sponsorship
Coordinator, Tour De Fort re: Sponsorship Opportunity

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

3.3 Letter dated September 6, 2018 from K. Medecine & H. Kabestra,
Naothamegwanning First Nation re: Request Solid Waste agreement

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

3.4 E-mail received September 6, 2018 from H. Williston, Manitoba/NW
Ontario Command of the Royal Canadian Legion re: Sponsorship
Opportunity

17 - 20

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

3.5 Letter dated August 17, 2018 from D. Hazell, Chair, Teachers of
English as a Second Language Association of Ontario re:
Proclamation Request

21 - 22

- will be advised of Council's proclamation.

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3.6 Letter received September 6, 2018 from D. Pelletier, President, Association des francophones du Nord-Ouest de l'Ontario re: Proclamation and Flag Raising - will be advised of Council's proclamation and flag raising will be coordinated with Mayor Avis' office.	23 - 24
4. <u>Approval of Council Minutes: *</u>	
4.1 Session 091 dated August 13, 2018	
5. <u>Approval of Committee of the Whole Minutes: *</u>	
5.1 Session 132 dated August 13, 2018	
6. <u>Resolutions from tonight's Committee meeting</u>	
7. <u>By-Laws:</u>	
7.1 By-law 48/18 being a by-law to authorize execution of a site plan control agreement as a condition of development with 4 High Street (Great Canadian Oil Change - 850 King's Highway).	25 - 43
7.2 By-law 49/18 being a by-law to appoint a Joint Compliance Audit Committee.	44 - 48
7.3 By-law 21/14-G being a by-law to amend by-law 21/14, for the regulation of traffic on the highways and regulating the use of highways by pedestrians or vehicles within the Municipality.	49 - 50
8. <u>New Items:</u>	
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9. <u>Information Correspondence:</u>	
9.1 Letter from Town of Oakville re: Display and Distribution of Objectionable images	52 - 53
9.2 AMO Communications 1) AMO Policy Update - Cannabis Retail Consultation to Start Soon2) AMO Policy Update - AMO Conference 2018: "In Conversation" on Recreational Cannabis Retail Approach	54 - 60
9.3 Letter from Northwestern Health Unit re: Basic Income Guarantee	61 - 62
9.4 Letter from Fort Frances Canadian Bass Championship re: Thank You	63
10. <u>Minutes:</u>	
10.1 Administration and Finance Executive Committee dated September 4, 2018	64 - 66

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10.2 Community Services Executive Committee dated August 8, 2018	67 - 68
10.3 Planning & Development Executive Committee dated July 3, 2018	69 - 70
10.4 Downtown BIA Meeting - July 11, 2018	71 - 73
11. <u>Non-agenda Items</u>	
12. <u>ADJOURNMENT</u>	
13. <u>* Previously distributed to Council</u>	
14. <u>** Items can be viewed by contacting the Clerk</u>	

Report to Fort Frances Council

January to June 2018

Economic Development Activities:

RRFDC ACTIVITY REPORT

Summer 2018

The RRFDC continued to move forward with the enhanced economic development project and “The Path Forward” action plan.

- Supported the Fort Frances Economic Development Office (FFEDO) with Economic Development Advisory Committee (EDAC) meetings and numerous projects.

Report to Fort Frances Council

January to June 2018

General

The RRFDC has been successful in its application to NOHFC for funding and was approved by NOHFC for \$150,000 at a 70% Provincial, 30% Municipal.

These funds are now supporting activities in:

- Mining
- Agriculture
- Digital Economy
- Forestry

Most activities related to Tourism Development are no longer supported by NOHFC grants, so we have looked to other Ministries to support those efforts.

We are currently administering funds to support tourism through grants from:

Northern Ontario Tourism	(Ontario Ministry of Tourism)
Rural Economic Development	(Ontario Ministry of Agriculture)
Interaction Fund	(Canada Ministry of Culture)
Northern Arts	(Ontario Arts Council)

We have applied separately to FedNor for assistance on items that are of strategic interest to Fort Frances.

Report to Fort Frances Council

January to June 2018

Mining – Industrial and Residential Preparedness

We continue to work closely with New Gold's material procurement manager in order to identify potential companies for locating in the District.

Recently, we met with New Gold to start to develop a working partnership that will grow and support entrepreneurship.

We continued marketing efforts to establish Fort Frances as a location for mining/industrial service center. AD Example:



Report to Fort Frances Council

January to June 2018

Forestry and Wood Products**ESFL and Crossroute/Sapawe Forest Amalgamations**

The Province is moving forward with the creation of the ESFL Corporation. The conceptual framework presented at the last working group meeting is attached to this presentation.

The Rainy River Future Development Corporation was successful in its bid to become the administrator of the working group. The RRFDC now holds and administers the funds sent from the Forestry Trust. We are also providing accounting and organizational support. This will result in a \$18,000 grant credit to the Town.

Mike Willick has been contracted to act as our representative on the ESFL group. The organization is divided into two groups a smaller Working Group that meets regularly and hashes out the details. (Mike Willick is a member of this group.) A second larger group made up of all stakeholders will meet quarterly to review and comment on the work of the working group. The Mayor, Doug Brown and RRFDC staff are part of this group.

At the most recent meeting, the Working Group presented the work done over the past months to the stakeholder group. While efforts to create a Forest Management Corporation that suits the needs of the stakeholders in our region are in the very early stages, all parties report that the work is progressing well.

The change in management at Resolute has led to a return to a positive working relationship with the corporation. Regular meetings are now being held and the dialogue has been positive.

We will be working with council and administration to fund and find a consultant to review the new properties potential and consult broadly on a tactical course.

Report to Fort Frances Council

January to June 2018

Tourism

Tourism Center

The RRFDC received four grants that are being used to fund two summer students for May to late August to assist with the Tourism Center, summer projects and Rainy Lake Market Square markets and event. The Center opened on the Friday before May Long weekend and will closed again this year at the end of September.

The center provides tourist with:

- Brochures from area businesses and camps
- Restaurant Menus
- Hotel Reservations
- Fishing License Information
- Fort Frances Water Bottles
- Free Wifi
- Selfie with Moose
- Washrooms

Emma Dykstra and Lauren Hamilton were hired as students this year.

Conferences and Development

We attended several Cultural/Arts Tourism workshops/information sessions and a session on economic opportunities associated with the legalization of Cannabis. We are watching this file closely as cannabis sales will have the potential to grow tourism.

New Funding Partner

We secured 2018 partnership funding from the Northern Tourism Marketing Program for the season. We need to thank Tbaytel for their generous sponsorship of the Center. Our phone and WIFI service is now being donated by them.

Summer Ads

We placed ads in Sunset Country and the Fort Frances Guide this year.

Report to Fort Frances Council

January to June 2018

Rainy Lake Market Square

Rainy Lake Square Series: Five Major Concerts Appealing to a broad spectrum of the public/tourists

Thank you to sponsors:

TBay Tel

New Gold

Sunset Country Ford

Province of Ontario

Ontario Arts Council

B93 The Border

Government of Canada

Gillons

Sunset Country Metis (Iskwe Concert)

Every Thursday night entertainment was provided in the square. Typically, a local entertainer would be identified and hold a concert. But these Thursday night events also included a paint night, a free grad night photo booth and five movie nights.

We believe that total cumulative attendance was greater than 3,000 so far this year.

We created a rainy Lake Square Shopping bag as a give away and have developed a healthy mailing list through these weekly draws.

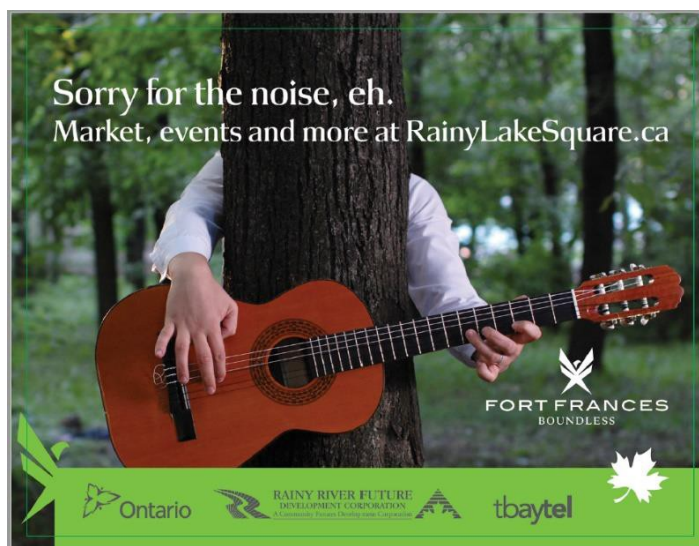
Report to Fort Frances Council

January to June 2018

Markets Thursdays and Saturday

Thursday markets proved to be more successful than Saturday markets typically attracting 6 or more vendors. In 2019 after consultation with the vendors we will adjust the markets and add in a programming component. (an event each market as a draw)

Billboard on highway to Fort Frances in U.S.



Billboards at Western Entrance



We are currently looking for a third sign location in the Eastern Entrance.

Report to Fort Frances Council

January to June 2018

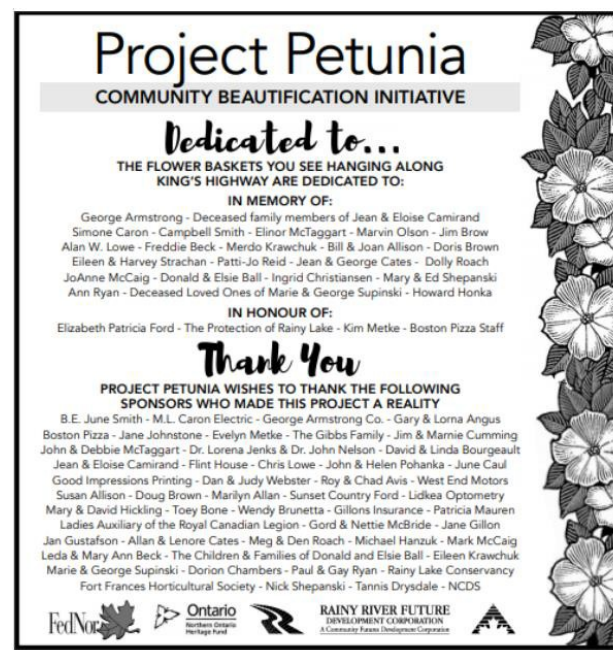
Canada Day

We ran the Canada Day Parade as with previous years.



Project Petunia

We again sold all the flower baskets and they are hanging on the highway. Thanks to the Town Parks Dept who will water and tend to the flowers all summer long and the Fort Frances Power Corp. for their help placing the baskets on the street.



Report to Fort Frances Council

January to June 2018

Small and Medium Enterprise (SME) Support

The RRFDC continues to support small and medium sized businesses in the District and report of those activities is outlined in our annual report which can be found at www.rrfdc.on.ca. This support includes one on one counselling and a loans fund to help existing and startup ventures.

Transition and Succession Match

We have invested in a new program that assists with the transition and sale of small businesses through a company called Succession Matching. The RRFDC held a seminar earlier in the year discussing issues and steps to prepare a business to sell and we now offer free advertising and promotion opportunities to local businesses. Succession Matching has developed specialized programming to help new immigrants in Ontario find Provincial Nominee eligible businesses to purchase. The company has representatives who visit countries where investment class immigrants are shopping for companies to purchase and matches them with their identified businesses for sale. The Government of Canada is expanding this program in Northern Ontario and new opportunities will be made available at the end of September.

Branding/Digital Marketing

The RRFDC continued the social media work to present the Town of Fort Frances on Twitter, Facebook and Instagram. We do ongoing training in social media management and the utilization of those tools to market the district.

In 2017, we added two more Facebook pages, Rainy Lake Square and Rainy Lake Fishing with the goal of developing a community of interest and being able to direct market into the US for fishing. We continue to develop this site and have started a direct sales mailing list through promotions on the site.

The Rainy Lake Square page has grown in popularity and we are exceeding reach expectations. We have a growing mailing list for the square and are direct marketing to the community via these lists information on events there.

Social and Digital Media Training

As we work internally to improve the digital and social footprint of our community, we have provided a number of training sessions for local small businesses to gain skills and develop their marketing on various social platforms.

Most recently, we have provided training to nine local businesses to attend Social Media Marketing Worlds online training on the utilization of Facebook AD's. SSMW is one the international leaders in social media training and by utilization of streaming services we can provide local businesses with access the very best experts. We are also offering one on one

Report to Fort Frances Council

January to June 2018

Industrial Lot Sales

The RRFDC continues to work with administration assisting with lot sales. During the first part of 2018 a number of inquiries were handled and offers were sent to council for deliberation and decision. We are currently working with a mining supply business looking to relocate to the Fort Frances Industrial park.

Agriculture**Land Clearing and Tile Drainage**

The RRFDC has facilitated the following tile drainage and land clearing projects with area producers and the NOHFC. These projects represent significant financial investments by the producers and the NOHFC.

- ☐ Land Clearing #1 - \$1,800,000 (100% Complete)
- ☐ Land Clearing #2 - \$1,700,000 (Approved in October)
- ☐ Tile Drainage #1 - \$2,000,000 (Completed)
- ☐ Tile Drainage #2 - \$2,000,000 (Completed)
- ☐ Tile Drainage #3 - \$2,000,000 (Completed)
- ☐ Tile Drainage #4 - \$2,000,000 (Approved)

Land Clearing

The land clearing projects are a direct benefit to the District as all producer and NOHFC investment dollars will go to local contractors who undertake the land clearing. These contractors hire employees, maintain and purchase much of their equipment locally.

Tile Drainage

Once all the tile projects have been completed the District will have approximately 8,000 acres of tiled cropland. The projects have significantly diversified the area's agricultural economy through the growing of canola, soybeans, wheat and oats which has dramatically increased the economic benefits of the sector to Fort Frances and the District. The following is a sample of the increase in economic activity which did not exist in 2014.

Trucking:

The chart below indicates the number of loads of cash crops sent to these destinations in 2017.

Thunder Bay	56 loads
Manitoba	6 loads
United States	21 loads



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

30-Jun-18

Invoice # 001-06-2018

INVOICE

To: Town of Fort Frances
Attn: Doug Brown

From: Rainy River Future Development Corporation

For: **Fort Frances Economic Development**
For the period of April 1, 2018 to June 30, 2018

Amount: **\$17,186.98**

Description:

Forest Industry Re-Positioning	\$8,290.31
Mining Supply and Services	\$1,227.79
Tourism Product Development	\$19,085.24
Existing SME Support	\$4,722.70
Enhanced Services Economic Development	\$8,623.86
Economic Development Intern	\$10,331.60

Total Expenses **\$52,281.50**

Less Grants and Contributions Apr 1/18 to Jun 30/18 **-\$35,094.52**

AMOUNT DUE **\$17,186.98**

Any questions, please give us a call.
Thank you!

Due Upon Receipt





Exceptional Performances • www.tourdefort.com



20 August 2018

Mayor and Council
Town of Fort Frances
320 Portage Ave.
Fort Frances, ON P9A 1C9

Dear Mayor Avis and Members of Council,

On behalf of the volunteer committee of the Tour de Fort concert series, thank you very much for your sponsorship of the 2017/18 season. It was a very successful year, with passports selling out a month before the first performance and great crowds for all the shows. The talent, headlined by Glass Tiger, was incredible and we hope you enjoyed the shows as much as we did. We couldn't have done it without the generosity of sponsors like you!

We are excited about the lineup for the 2018/2019 season, which will feature an intimate, unplugged performance by Canadian icons 54-40; Irish Mythen; Boreal; The Harpoonist & The Axe Murderer; Don Ross & Calum Graham; and Ryan McNally. We hope you will join us as a sponsor once again in order to help us continue to provide this exceptional entertainment to our community. Support from local sponsors is critical to the ongoing success of the series, allowing us to keep passport prices affordable and accessible to the widest possible audience.

As a sponsor, the Town of Fort Frances will be acknowledged during the introduction of each of the six performances of the series, and your name and/or logo will be included on printed materials, the Tour de Fort website, and the pre-show slide show. You will also receive tickets to each performance and exclusive invitations to the post-show receptions to meet the artists. Despite the fact that passport prices have increased slightly this year, the sponsorship fees remain \$1,500+ for the Platinum level (which includes 6 tickets to each show), \$1,000 for Gold (4 tickets), and \$500 for Silver (2 tickets).

Thank you again for your support. If you have any questions or concerns about your sponsorship, please do not hesitate to contact me at 807-271-0073 or lbrockie@yahoo.com.

Sincerely,

Lisa Brockie
Sponsorship Coordinator



1800 Pawitik Street
Pawitik, Ontario P0X 1L0

Email: naotkam@bellnet.ca

CHIEF:
Howard Kabestra

COUNCILLORS:
Kirby Paul
Arthur Paypompee
Conrad Tom
Rene White

Thursday, September 6, 2018

Mayor & Council
The Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9
(807)274-5323 (p)
(807)274-8479 (f)
town@fort-frances.com


Good Morning,


Hi, my name is Kurtis Medecine, Solid Waste MTSA Coordinator, for Naotkamegwaning First Nation. We are currently in the process of decommissioning our solid waste landfill site with no anticipation of creating a new site. During this decommission process, our main task is to secure a Municipal-Type Service Agreement for solid waste. Indigenous Services Canada no longer wants the maintenance capacity of retaining an on-reserve landfill.

Throughout our MTSA study, we found that The Town of Fort Frances is our best option. We are requesting that:

1. We enter into a short-term 1-2 year Solid Waste MTSA Agreement, gradually moving into a long-term agreement greater than 5 years.
2. We deliver approximately 30cu.yd. once per week of solid waste only, eventually to include recycled material(excluding paper) after the first 4 months, or once notice of permission is given.
3. If Council of Fort Frances approve the request, Naotkamegwaning First Nation and The Town of Fort Frances develop contractual agreement terms.
4. Naotkamegwaning First Nation will be requested to fill out a credit application.
5. Naotkamegwaning First Nation anticipate to begin delivering solid waste to Fort Frances Landfill Mid-End October 2018, or at a later date agreed by Mayor & Council of Fort Frances.

In the meantime, if you have further questions and/or concerns, please do not hesitate to contact me at (807)226-5411. I look forward to hearing your response.


Kurtis Medecine,
Solid Waste MTSA Coordinator


Howard Kabestra
Chief of Naotkamegwaning



Telephone: 807-226-5411 Facsimile: 807-226-5389

ANISHINAABE UNITY AND HARMONY WITH MOTHER EARTH

From: Holly Williston
To: [Dawn Galusha](#)
Cc: [Lisa Slomke](#)
Subject: Manitoba / NW Ontario Command of the Royal Canadian Legion "Military Service Recognition Book"
Date: Thursday, September 6, 2018 11:42:28 AM
Attachments: [image11.png](#)
[image003.png](#)
[rates09.pdf](#)
Importance: High

Hello, Dawn;

I am also sending this to Lisa as you suggested! Thank you for taking care of this for me!

I want to first thank all of you for your support of our veterans! It is greatly appreciated!
 I have included your previous support space below....

Here is the information regarding our the **10th Annual "Military Service Recognition Book"**.
 You can view our previous books at: www.mbnwo.ca

This annual publication recognizes those brave individuals who sacrificed so much for the freedoms that we enjoy today. Thousands of copies will be distributed free of charge to all Legion Branches and advertisers, select schools and libraries, and will be available on-line for anyone to view or print.

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

The Royal Canadian Legion has honoured these deserving citizens with unwavering support. This year is the **100th. Anniversary of Remembrance Day**. The **Military Service Recognition Book** is a fitting tribute to our Veterans and will be an invaluable resource to our young people, whose pride and character will be enhanced by learning about the very important role played by our Veterans, the Royal Canadian Legion, and the contributions of its members and supporters.

We are truly grateful for the ongoing support of the business community!

We would be honoured to include the **Corporation of the Town of Fort Frances** once again, in this years recognition book.



I have included the **“Official Letter of Request”** along with this years **graphic ad rate sheet**.

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

Otherwise I will speak with you after your meetings.

Thank you again for your support! It really does make a difference!

Sincerely,

Holly Williston

Military Service Recognition Book

Project Office

Manitoba / NW Ontario Command of the Royal Canadian Legion

☎ 1-855-559-5056





The Royal Canadian Legion Manitoba/NW Ontario Command

“Military Service Recognition Book”

Dear Sir/Madam:

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

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

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

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

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

Thank you for your consideration and/or support.

Sincerely,

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



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

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

G.S.T. Registration # 107933665RT0001

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

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



PLEASE MAKE CHEQUE PAYABLE TO:

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



August 17, 2018

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



Your Worship,

We thank you and your community for taking part in our Ontario wide initiative to raise awareness of the importance of English language learning opportunities for newcomers to Canada by declaring English as a Second Language (ESL) Week in the Fall of 2017, and in previous years, during the week in which our annual conference took place.

I am writing on behalf of TESL Ontario (Teachers of English as a Second Language) to invite you to again take part in our province-wide initiative to recognize Ontario's ESL community and to this year declare the week of October 28th to November 3rd, 2018 as "English as a Second Language Week" in your community. Given the ever growing diversity of the population of Ontario, we hope you will continue to support our efforts and grant us this request. In 2017, over 40 municipalities declared ESL Week and we anticipate that this number will continue to grow, helping the ESL community to celebrate and expand its development.

For 45 years, TESL Ontario has held its Annual Conference to provide professional development for the ESL educators, administrators, students and volunteers who make it possible for immigrants, refugees, citizens, and visitors to learn the English language. This year our conference, "Synergies of Language and Life", will be held November 1st & 2nd, 2018 and we would be honoured if representatives of your Council could participate in our conference, which is held in Downtown Toronto. If you, or any member of your Council, are interested in participating please contact our Office Manager, Kevin Gamble, at administration@teslontario.org for further details.

Last year's TESL Ontario Conference attracted more than 800 attendees. Our members travel from across the province and beyond to attend workshops, research symposia, a technology fair and publishers' displays. For many of us, this annual journey to Toronto marks a time when we can share our experiences, expand our skills, and reaffirm the positive contribution that diversity makes to our province.

Through a set of criteria developed to ensure measurable qualifications among ESL professionals, TESL Ontario demands the best of qualifications from our members, as well as the best of training from the TESL training programs accredited by TESL Ontario. As a result, we offer the finest in second language education to our students, who are capable of contributing a wealth of knowledge and experience to Ontario communities.

Attached, please find our suggested wording of the proclamation. If you have any suggestions or comments as to the content of this document, please contact our Executive Director, Renate Tilson, at 416-593-4243 ext. 203.

Thank you for your consideration,

Sincerely,

David Hazell,
Chair

SUGGESTED WORDING FOR ESL WEEK PROCLAMATION

WHEREAS the Province of Ontario has welcomed many peoples from around the world who have chosen this province as the place to start a new life in Canada, now as much as any other time in its history, and many of these immigrants undertake to learn English in order to communicate with their fellow Ontarians, allowing them to start the process of building productive and rewarding lives in their new country.

AND WHEREAS this diverse and multifaceted group of learners of English as a Second Language can be found throughout all levels of society in Ontario, whether they are students in school, at any level, teachers, researchers, caregivers, volunteers and workers, business owners and employees, professionals and labourers, all benefit from instruction in English as a Second Language and use that new knowledge to contribute to this province on an ongoing basis.

AND WHEREAS our professional organization, TESL (Teachers of English as a Second Language) Ontario, hosts a conference each fall in downtown Toronto that features professional development in the form of workshops, keynote speakers and diverse presentations for teachers of English as a Second Language to develop, update and expand their knowledge base, skills and abilities to aid newcomers to our province in their efforts to acquire English language skills.

NOW THEREFORE, I, _____ on behalf of _____ of _____ Council, do hereby proclaim October 28th to November 3rd, 2018 as "English as a Second Language Week" in the _____ of _____.



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

Re: Raising of the Franco-Ontarian flag

Dear Mayor Avis and Members of Council,

This has been a great year for the Francophone community. At the provincial level, the promise of a Franco-Ontarian university is moving forward while at the federal level, the community was promised a modernization of the *Official Languages Act of Canada* and the *Action Plan for Official Languages – 2018-2023: Investing in Our Future* will be boosting the official languages budget for the next five years.

In Northwestern Ontario, celebrations last September were a great success in our region thanks to the official raising of the Franco-Ontarian flag in 16 municipalities including Fort Frances. On September 25th, both Francophone and Anglophone communities gathered together to observe the occasion and to raise our flag. This success would not have been possible without the support of Fort Frances and AFNOO genuinely appreciates your involvement in our festivities.

The Francophone community wishes to continue the tradition and to celebrate its successes this year. This is a unique occasion to share the important Francophone cultural heritage of your town. In Fort Frances, the presence of Francophone organizations is growing, French immersion school enrollment is on the rise and more than 275 residents of Fort Frances self-identified as Francophone in the last Canadian census. 287 years after Fort St. Pierre was founded in 1731, on what is currently Fort Frances, the Francophone community is still a vibrant and vital part of your community.

Regarding this year's celebrations, we ask the municipality:

1. to symbolically raise the Franco-Ontarian flag at Fort Frances' Town Hall at 9:00 am, September 25th and that it remains raised for one month, and;
2. to republish the official proclamation of the "Franco-Ontarian Day" published last year to emphasize the importance of this day (Legislative Assembly of Ontario, *Franco-Ontarian Day Act, 2010*).

We wish to, once again, extend our appreciation for your ongoing support, and we look forward to your participation in commemorating such an exceptional day.

For further information, and to confirm the name of the representative who will participate in this year's flag raising, please contact: **Ms. Laïla Faivre, Development and Communication Officer** at 1 888-248-1712 or by email: innovation@afnoo.org

Veuillez agréer, Monsieur le Maire et membres du Conseil, nos salutations les plus distinguées.

CC: St. Michaels School


Donald Pelletier, President

FRANCO ONTARIAN DAY, September 25, 2017

WHEREAS in May 18th, 2010, the Legislative Assembly of Ontario enacted the Franco-Ontarian Day Act, 2010 proclaiming September 25 in each year as the Franco-Ontarian Day;

WHEREAS the Franco-Ontarian Day Act recognizes that Franco-Ontarians commemorate September 25 to celebrate their language and heritage and also take pride in their collective accomplishments. September 25 is the anniversary of the first unveiling of the Franco-Ontarian flag in Sudbury in 1975; the Franco-Ontarian Emblem Act, 2001 recognizes the flag as the emblem of the Francophone community of Ontario.

WHEREAS by proclaiming September 25th as Franco-Ontarian Day, this Act officially recognizes the contributions of the Francophone community of Ontario to the social, economic and political life of the Province and the community's importance in Ontario's society;

WHEREAS French is one of the two official languages of Canada and French language has been spoken in Ontario since the 17th century;

NOW THEREFORE I, XXXX, Mayor of the City of XXXXX, do hereby proclaim September 25, of this year and future years as "Franco-Ontarian Day" in the City of XXXX.

Jour des Franco-Ontariens et des Franco-Ontariennes, 25 septembre 2017

Attendu que l'Assemblée législative de l'Ontario a adopté la Loi de 2010 sur le Jour des Franco-Ontariens et Franco-Ontariennes proclamant le 25 septembre, le Jour des Franco-Ontariens et des Franco-Ontariennes le 18 mai 2010 ;

Attendu que la Loi de 2010 sur le Jour des Franco-Ontariens et Franco-Ontariennes reconnaît que c'est le 25 septembre que de nombreux Franco-Ontariens célèbrent leur langue et leur patrimoine et affirment la fierté que leur inspirent leurs réalisations collectives. Ils commémorent ainsi le jour où, en 1975, le drapeau franco-ontarien fut dévoilé à Sudbury ; la Loi de 2001 sur l'emblème franco-ontarien reconnaît ce drapeau comme l'emblème de la communauté francophone de l'Ontario ;

Attendu qu'en proclamant le 25 septembre Jour des Franco-Ontariens et des Franco-Ontariennes, la présente loi reconnaît officiellement l'apport de la communauté francophone de l'Ontario à la vie sociale, économique et politique de la province de même que son importance dans la société ontarienne ;

Attendu que le français est l'une des deux langues officielles du Canada et que l'on parle français en Ontario depuis le 17^e siècle ;

Pour ces motifs, moi, XXXX, maire de la ville de XXXX proclame par la présente, le 25 septembre de cette année et celles à venir comme « le Jour des Franco-Ontariens et des Franco-Ontariennes » dans la ville de XXXXX.

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a By-Law to authorize execution of a site plan control agreement as a condition of development with 4 High Street Inc. - *The Planning Act*, Section 41)

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

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

AND WHEREAS Council of the Town of Fort Frances at its meeting held July 10, 2017 approved the report from the Chief Building Official / Municipal Planner, as supported by the Planning & Development Executive Committee, to designate property located at 850 King’s Highway as a Site Plan Control Area and further that a Site Plan Agreement be approved;

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

1. That lands municipally known as 850 King’s Highway, Fort Frances (Lot 39 RIV RGE McIrvine Twp; Plan 48R2376 Part 4 PCL 18234) is hereby designated a site plan control area and shall be regulated by this by-law and the requirements set out in Schedule ‘A’ attached hereto between 4 High Street Inc. and the Corporation of the Town of Fort Frances.
2. This by-law shall come into force and take effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 10th day of September 2018.

R. Avis, MAYOR

E. Slomke, CLERK

SITE PLAN AGREEMENT

THIS AGREEMENT made this 10th day of September 2018.

B E T W E E N:

4 High Street Inc. -Ont. Corp. # 002309510
(the “Owner”)

- and -

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

WHEREAS:

- A. The Owner has represented to the Municipality that the Owner is the registered and beneficial owner of the lands and premises (the “Lands”) legally described in **Schedule 1** hereto;
- B. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, a motor vehicle service station (herein sometimes referred to as the “Development” or “Proposed Development”);
- C. By an application dated November 16, 2016, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- D. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- E. The Owner has submitted to the Municipality the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) in respect of such Proposed Development by the Owner of the Lands; and
- F. s. 41(10) of the Planning Act (as “Planning Act” is defined in paragraph 3 of this Agreement) (the “Planning Act”) permits the registration of this Agreement against the Lands.

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

The Lands

- 1. The Lands affected by this Agreement are as follows: 850 King’s Highway, more particularly described in **Schedule 1** attached hereto.

Schedules

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

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Definitions

3. In this Agreement:

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

The Owner shall, further:

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

Terms and Conditions - General

4. The Owner:

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

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

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

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

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

- (k) that the Municipality shall be entitled, in its sole and unfettered discretion and at the sole cost and expense of the Owner, to retain the services of an independent qualified engineer to review all documentation submitted to the Municipality by the Owner and to conduct necessary inspections and otherwise of and in respect of the Works; and
- (l) that once all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement have been completed to the satisfaction of the Municipality, and in accordance with all Municipal specifications, the laws and requirements of all authorities having jurisdiction, and in a good and workmanlike manner, the Owner shall maintain such Works in accordance with the requirements of all authorities having jurisdiction until this Agreement is amended to provide otherwise or is otherwise released from title to the Lands. In the event that any of the internal Works are not being maintained in accordance with all applicable laws and requirements of all authorities having jurisdiction, or if the Owner is otherwise in default of this Agreement, the Municipality may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement.

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

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

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

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

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

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

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

Terms and Conditions - Other

9. The Owner acknowledges and confirms that, to the best of their knowledge and belief, there are no conditions known to them or any of them of or relating to the Lands (whether or not objected to by any authority with jurisdiction with respect to the same) which would adversely interfere with or derogate from, the uses to which Lands are presently put or the uses to which the Owner proposes to put the Lands, including, without limitation, the existence of any environmental hazard or other substance, material or contaminant of the soil or groundwater or any constituent element thereof causing or which would cause environmental contamination or concern.
10. (a) The Owner covenants and agrees to provide, arrange for, construct, install, and pay for the following Works external to the Lands, namely:
 - (i) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, facilities, and otherwise, dug up or damaged during or as a result of the construction or execution of the Proposed Development;
 - (ii) any and all Works shown on or spoken to in the Plans and Drawings as being external to the Lands, including, without limitation:
 - (A) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands;
 - (B) concrete driveway approaches as shown on the Plans and Drawings;
 - (C) hydro-electric power, gas, telephone, and other public utility requirements for the Proposed Development; and
- (b) The Owner acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction, and installation of such Works and that the Proposed Development proposed hereunder could not be accommodated without the existence of such Works.
- (c) The Owner covenants and agrees to construct or install all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement to the satisfaction of the Municipality and any other authority having jurisdiction, and in accordance with all municipal specifications, and in a good and workmanlike manner. The Owner guarantees the workmanship and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred to as the "Guarantee and Maintenance Period") of one (1) year from the date of certification by the Municipality of completion thereof. The Owner covenants and agrees that it shall promptly and properly repair all defects in any and all such external Works to the complete satisfaction of the Municipality.

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

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

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

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

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

Financial Conditions, Security, and Insurance

12. The Owner covenants and agrees to:

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

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

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

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Administration

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

4 High Street Inc. – Ont. Corp. #002309510
42 CAWTHRA AVE
Toronto, ON
M6N 5B3

Facsimile: 647-436-3637

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

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

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

Attention: Clerk

Facsimile: 807.274.8479

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

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

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- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be, unless otherwise specifically stated, deemed to include the words "at the sole cost and expense of the Owner" including the payment of any applicable taxes (including, without limitation, HST).
 - (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted or consolidated from time to time and any successor legislation thereto.
 - (e) All obligations herein contained to be performed and observed on the part of the Owner shall, although not expressed to be covenants, be deemed to be covenants.
 - (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
 - (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
 - (h) Any rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.
 - (i) The Owner shall execute any further and other documents and do such further and other things as may be required or desirable to give effect to this Agreement.
22. Neither this Agreement nor any interest therein nor any rights under it shall be assigned or otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality.
 23. If the Owner is constituted by or of more than one Person, their obligations hereunder shall be joint and several.
 24. The Owner shall indemnify and save harmless the Municipality for and against all actions, causes of action, claims, suits, and demands whatsoever which may or do arise directly or indirectly by reason of, this Agreement, the construction and otherwise of the Proposed Development, or the Owner undertaking the Proposed Development.
 25. The Owner agrees to do such further and other things and sign any further documents necessary or desirable to give effect to this Agreement.
 26. The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect the Municipality's right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights to enforce this Agreement in such manner as it deems fit.
 27. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
 28. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to any and all remedies arising from it, notwithstanding any provision in s.41 of the Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
 29. The Owner understands and agrees that this Agreement and any materials or information provided to the Municipality may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act* or as otherwise required by law.
 30. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
 31. This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatory to the same counterpart.
 32. This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto and their successors and assigns. Page 35 of 73

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

4 High Street Inc. – Ont. Corp. #002309510

per _____
Name:
Title:

per _____
Name:
Title:

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: R. Avis,
Title: Mayor

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

We have authority to bind the Municipality

Schedule 1

Legal Description of Lands

Lot 39 Riv Rge Mclrvine Twp; Plan 48R2376 Part 4 PCL 18234

Schedule 2

Solicitor’s Certificate of Ownership

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

I, _____ a Solicitor of Ontario, do hereby certify that **4 High Street Inc. – Ont. Corp. #002309510** are the sole registered and beneficial owners in fee simple of the lands and premises legally described as 850 King’s Highway (Lot 39 Riv Rge Mclrvine Twp; Plan 48R2376 Park 4 PCL 18234).

I further certify that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following:

Lot 39 Riv Rge Mclrvine Twp; Plan 48R2376 Part 4 PCL 18234

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

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

DATED at **Fort Frances** Ontario, this **10th** day of **September**, 2018.

Solicitor for the Owner

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Schedule 3

Schedule of Financial Obligations of the Owner

1. Any and all costs and expenses whatsoever incurred by the Municipality with regard to:
 - a. Application for site plan
 - b. Preparation of this agreement
 - c. Registration of this Agreement on title
 - d. All legal / lawyer fees and disbursements
 - e. Engineer / engineering fees and disbursements
 - f. Planning / planner fees and disbursements
 - g. Municipal staff time
 - h. Land title fees
 - i. Any other costs or charges in anyway related to the application or this agreement
 - j. HST as applicable on any of the above

Schedule 4

List of Plans and Drawings
(Appendix 'A')

A1.1 Site Plan, General Notes & Site Rec. A2.1 Main Floor & Mezz. Floor Plan A2.2 Pit Floor & Pre-Cast Floor Panel Layout & Roof Plan A3.1 Elevations A4.1 Mezz. Floor & Wall Framing & Cross Sections A5.1 Details, Finish Schedules, Hardware A5.2 Sections & Details A5.3 Construction Details	Mechanical M-101 and M-102 Electrical E-101, E-102 and E-103 Plumbing P-101, P-102 and P-103 S-101 Foundation Plan S-102 Slab On-Grade Plan / Details
Sovereign Asset Management Site Details (9 pages)	

Schedule 6

Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	5% of the project value obtained from the building permit, of \$600,000.00.
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Schedule 6**Reduction or Release of Security**Application for Reduction of Securities

Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:

- (a) letter of application for reduction/release;
- (b) the consultant's certificate confirming that services completed;
- (c) as-constructed drawings;
- (d) satisfactory evidence of no construction liens filed;
- (e) workplace safety certificate;
- (f) statutory declaration as to accounts;
- (g) surveyor's certificate and real property report(s); and
- (h) composite utility plan.

Reduction/Release of Securities

Upon certification by the Municipality that all conditions imposed by this Agreement have been satisfied and for which the security was submitted, and provided the Owner is not in default with respect to any other provision of this Agreement, the Municipality shall reduce the said security by ninety percent (90%).

To ensure compliance with all conditions contained herein, the remaining ten (10%) shall be held by the Municipality for a period of one (1) year after the date of final completion (Guarantee and Maintenance Period) and therewith release or return the Security to the Owner or to the issuing financial institution.

The Municipality shall not be required to refund or account for any Security utilized by the Municipality as a result of any default by the Owner under the provisions of this Agreement. The Municipality covenants and agrees to return or release the Security for the aforementioned matters under the conditions specified.

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a by-law to appoint a Joint Compliance Audit Committee.)

WHEREAS pursuant to the *Municipal Elections Act, 1996* a council or local board shall, before October 1st, 2018 establish a committee for the purpose of Section 81;

AND WHEREAS Council of the Corporation of the Town of Fort Frances deems it expedient to pass a by-law to adopt the terms of reference for a joint compliance audit committee;

NOW THEREFORE Council of the Corporation of the Town of Fort Frances HEREBY ENACTS AS FOLLOWS:

- 1. A Committee, to be known as the Joint Compliance Audit Committee, is hereby established to deal with the matters provided for in Section 81 of the *Municipal Elections Act, 1996*.
- 2. The Joint Compliance Audit Committee Composition and Terms of Reference be established as attached Schedule A.

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

READ THREE TIMES and finally passed in open Council this 10th day of September 2018.

R. Avis, Mayor

E. Slomke, Clerk

TERMS OF REFERENCE

FOR JOINT COMPLIANCE AUDIT COMMITTEE

1. Authority:

The powers and functions of the Compliance Audit Committee (hereinafter referred to as the "Committee") are set out in the *Municipal Elections Act, 1996*.

2. Roles and Responsibilities:

The role of the Compliance Audit Committee is to receive and make decisions about applications for compliance audits of candidate and Registered Third Party election campaign finances, appoint auditors where applicable, receive compliance audit reports and make decisions with regards to reports that indicate apparent contraventions of the rules.

- (a) Within 30 days of receipt of an application requesting a compliance audit, the Committee shall consider the compliance audit application and decide whether it should be granted or rejected;
- (b) If the application is granted, the Committee shall appoint an auditor to conduct a compliance audit of the candidate's election campaign finances;
- (c) The Committee will review the auditor's report within 30 days of receipt and decide whether legal proceedings should be commenced; and
- (d) If the auditor's report indicates that there were no apparent contraventions and if there appears there were no reasonable grounds for the application, the Committee shall advise Council accordingly.

3. Eligibility to Serve on Committee:

- (a) The Clerk or designate of each participating municipality shall be appointed as a Committee member for those participating municipalities as set out on Appendix 'A' attached hereto.
- (b) If a designate is appointed in place of the Clerk, the designate must have the necessary qualifications and experience in municipal elections and accounting to perform the duties as a Committee member.
- (c) Any person who has:
 - (i) participated as a candidate in the elections of the participating municipalities on whose Committee he or she is appointed as a member; or
 - (ii) conducted audits or provided financial advice in respect of such campaigns,
 is not eligible to be appointed to the Committee for the participating municipalities during the subject term.
- (e) Members of Council and candidates who are running for office in the 2018 municipal election are not eligible to be appointed to the Committee.

4. Rules Governing Committee Members:

- (a) If a Committee member at any time during the term of his or her appointment, either accepts employment with or registers as a candidate for any of the participating municipalities on whose Committee he or she serves as a Member, his or her

appointment to the Committee shall be terminated effective upon commencement of such employment or registration of candidacy.

- (b) Each Committee Member shall not at any time during the term of his or her appointment work for, or provide advice to, any candidate running for municipal office within the participating municipalities on whose Committee he or she serves as a Member.
- (c) To avoid any potential conflict of interest, any Committee member who has an accounting or auditing background shall not offer his or her services to any municipal election candidate.

5. Committee Composition:

The Committee of each participating municipality shall be comprised of three members.

When a municipality is in receipt of a compliance audit application, the Clerk of the municipality receiving the application shall contact that municipality's Committee members, as shown on Appendix 'A' hereto, and shall arrange for the three Members to hear the audit request during regular business hours. If one of the three appointed Committee members is unable to participate when the Committee is required to process a compliance audit application, an alternate will be appointed to the Committee in place of the member who is unable to participate. An alternate committee member will be any Clerk from any Participating Municipality, selected in order of next closest proximity to the Municipality requiring the Compliance Audit.

6. Term of Appointment:

The term of appointment to the Committee shall be equivalent to the term of Council during which the appointment was made.

7. Governance

Any responsibilities not clearly identified within these Terms of Reference shall be in accordance with the *Municipal Elections Act*.

8. Committee Chair:

The three-member Committee called to hear a request for a compliance audit shall, at its first meeting, select one of its Members to act as a Chair for the balance of its term of appointment.

9. Proposed Meeting Schedule:

The Committee shall meet during regular business hours, as required when a compliance audit application is received. Committee meetings shall be scheduled during regular business hours by the Clerk of the municipality in which an application is received, in consultation with the Committee Chair.

10. Staffing and Funding:

Administrative support for the Committee shall be provided by the municipality requiring the services of the Committee.

A municipality requiring the services of the Committee shall be responsible for all expenses associated with the Committee's processing of an application for a compliance audit on its behalf. The municipality requiring the compliance audit shall reimburse Committee members

for mileage at the rate of the committee members' municipality and for expenses incurred for which supporting documentation is provided.

11. Meetings:

Meetings of the Committee shall be conducted (during regular business hours) in accordance with the open meeting requirements of the provisions in the *Municipal Act, 2001*. Where an application will be considered at the meeting, the Clerk shall give reasonable notice by e-mail, telephone or by regular mail to the Applicant and Candidate of the time, place and purpose of the Committee Meeting, and of the fact that if either party fails to attend the meeting, the Committee may proceed in the party's absence and the party will not be entitled to further notice concerning the meeting.

12. Remuneration

Municipalities shall pay no retainer fee for participating in this agreement.

13. Conflict of Interest

Members shall abide by the rules outlined within the *Municipal Conflict of Interest Act, R.S.O. 1990*, and shall disclose the pecuniary interest to the recording secretary and absent themselves from meetings for the duration of the discussion and voting (if any) with respect to the matter.

APPENDIX ‘A’
to
Terms of Reference for Joint Compliance Audit Committee

Joint Compliance Audit Committee membership for each Participating Municipality

An alternate committee member will be any Clerk from any Participating Municipality, selected in order of next closest proximity to the Municipality requiring the Compliance Audit.

NAME OF MUNICIPALITY	COMMITTEE MEMBER	COMMITTEE MEMBER	COMMITTEE MEMBER
Atikokan	Fort Frances	Alberton	La Vallee
Fort Frances	Alberton	Atikokan	La Vallee
Alberton	Fort Frances	Atikokan	La Vallee
La Vallee	Fort Frances	Atikokan	Alberton
Emo	Chapple	Lake of the Woods	Sioux Narrows Nestor Falls
Chapple	Emo	Dawson	Sioux Narrows Nestor Falls
Morley	Dawson	Rainy River	Sioux Narrows Nestor Falls
Dawson	Morley	Chapple	Rainy River
Rainy River	Morley	Lake of the Woods	Dawson
Lake of the Woods	Morley	Emo	Rainy River
Sioux Narrows Nestor Falls	Emo	Lake of the Woods	Chapple

TOWN OF FORT FRANCES

BY-LAW NO. 21/14 - G

(Being a by-law to amend by-law 21/14, being a by-law for the regulation of traffic on the highways and regulating the use of highways by pedestrians or vehicles within the Municipality. The *Municipal Act, 2001*, S.O. 2001, c. 25 and the *Highway Traffic Act*, R.S.O. 1990, CH.8.)

WHEREAS the Corporation of the Town of Fort Frances is authorized to regulate traffic on the highways and to regulate the use of highways by pedestrians or vehicles within the Municipality,

AND WHEREAS on Septemberth, 2018, Council approved a report from the Planning & Development Executive Committee recommending an amendment to the Traffic Control By-law regarding the **removal of** private parking stalls, loading zones and church loading zones from the Traffic Control By-Law #21/14.

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

TOWN OF FORT FRANCES

BY-LAW NO. 21/14

PRIVATE PARKING SPACES (RENTED)

SCHEDULE I-1

<u>NO.</u>	<u>LOCATION OF PARKING SPOT</u>	<u>NAME and/or ADDRESS Of Business and/or Person</u>
1.	A single parking space of the North Side of the 300 BLK Scott Street, adjacent to 310 Scott Street.	Fort Floral
9.	East Side of the 500 BLK Portage Avenue Commencing from a point 8m North of Scott Street, continuing Northerly on Portage Avenue for a distance of 6.75m.	H&R Block

TOWN OF FORT FRANCES

BY-LAW NO. 21/14

Church Loading Zones

SCHEDULE AA-1

<u>NO.</u>	<u>STREET</u>	<u>SIDE</u>	<u>LOCATION</u>	<u>RESPECTIVE CHURCH</u>
4.	Victoria Ave	East	Commencing from a Point 46.0 m South of Church Street, southerly For a distance of 6.7m.	Salvation Army
5.	Victoria Ave	East	Commencing from a Point 52.7 m South of Church Street, southerly For a distance of 6.7m.	Salvation Army

READ THREE TIMES and finally passed in open Council this **th day of September 2018.**

R. Avis, Mayor

E. Slomke, Clerk

From: [Kathy Lawson](#)
To: [Lisa Slomke](#)
Subject: 31st Annual Citizen of the Year
Date: Thursday, August 30, 2018 10:20:33 AM

Good Morning Lisa:

Could you kindly place this item on the September 10th, 2018 Council Agenda.

The timeline for our search this year will be as follows:

Open Process for Nominations – September 27th, 2018

Close of Nominations – October 25th, 2018 – 4:30 p.m.

Committee will meet to consider applications and make a recommendation on November 2nd, 2018.

In Camera Report to COW for approval on November 13th, 2018.

Council recognition of Citizen of the Year – November 26th or December 10th depending on availability of named Individual.

Thank you in advance.

Best regards,

Kathryn M. Lawson, Deputy Clerk
Town of Fort Frances
Phone - 807-274-5323 ext 1212
fax - 807-274-8479
klawson@fortfrances.ca



August 13, 2018

The Honourable Caroline Mulroney
Attorney General
720 Bay Street, 11th Floor
Toronto ON M7A 2S9

Subject: Regulating the Display and Distribution of Objectionable Images

At its meeting on August 7, 2018, Oakville Town Council approved the following motion:

WHEREAS Oakville wishes to be a safe and welcoming community for all those who are residents or visitors to our town; and

WHEREAS messaging and graphic depictions felt by many to be upsetting and objectionable appear in public places, on our streets and at our doorsteps yearly; and

WHEREAS the Canadian Code of Advertising Standards includes in its provisions, outlined under Unacceptable Depictions and Portrayals - Advertisements shall not: undermine human dignity; or display obvious indifference to, or encourage, gratuitously and without merit, conduct or attitudes that offend the standards of public decency prevailing among a significant segment of the population.

THEREFORE, BE IT RESOLVED that Council direct the Director of Municipal Enforcement, in consultation with the Town Solicitor, to assess options to:

- a. regulate the display of banners/signs in public places as well as the distribution of print materials to private residences that contain extremely graphic images intended to shock, alarm, or cause dismay, including the potential for the prohibiting of the public display and distribution of such print materials for the purposes of addressing the potential of such displays to cause harm to members of the public, especially children; and*
- b. report back to Council in 2019.*

Be it further resolved that by way of a letter to the Hon. Caroline Mulroney, Attorney General, Mayor Burton, on behalf of Council, urge the Province of Ontario to limit and regulate the display and distribution of posters, signs and leaflets that contain disturbing images; and

THAT Mayor Burton, on behalf of Council, write the Minister of Justice of Canada urging the consideration of amendments to Section 163(8) of the Canadian Criminal Code - Obscene Publication; and

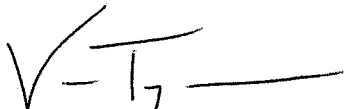
THAT a copy of this resolution be sent to all members of the Association of Municipalities of Ontario (AMO).

August 13, 2018

Subject: Regulating the Display and Distribution of Objectionable Images

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,

A handwritten signature in black ink, appearing to read 'V-Tytaneck', with a long horizontal line extending to the right.

Vicki Tytaneck
Town Clerk

c. Association of Municipalities of Ontario – All Members

From: AMO Communications
To: [Lisa Slomke](#)
Subject: AMO Policy Update - Cannabis Retail Consultation to Start Soon
Date: Monday, August 13, 2018 6:06:27 PM

August 13, 2018

Cannabis Retail Consultation to Start Soon

After several weeks of speculation, the provincial government has confirmed it will introduce legislation to allow the private sector to retail recreational cannabis in Ontario by April 1, 2019. In the meantime and as of October 17, consumers 19 or older will be able to purchase recreational cannabis through an online retail platform operated by the Ontario Cannabis Store.

In announcing the plans for legislation for a private retail store model, the province said that it will have consultations with municipalities, through AMO and the City of Toronto, police, public health, Indigenous communities, other stakeholders and the cannabis industry association over the next several months to gather input. The province will operate a licensing system for private cannabis retailers centrally to standardize rules for applications and administration. AMO welcomes this consultation.

AMO has supported private cannabis retail approach to create jobs and income locally in our communities. We called for a strong municipal voice through local zoning and licensing of both supply and retail of recreational cannabis so they are located and operated in a way that respects communities' needs. Minister Fedeli, Minister of Finance, confirmed today that municipalities will have the ability for a one-time opting out of having a retail store in their communities.

Ontario has committed today to share the cannabis excise tax with municipalities to make sure local governments across the province can manage the transition to legal recreational cannabis. This is critical in both the transition period and longer-term, to protect and support our youth, residents and communities. AMO and our members appreciate the government's commitment for the \$40 million from the federal excise tax over the next two years to all municipalities across Ontario.

At the upcoming AMO conference in Ottawa, there is a Wednesday August 22nd plenary session on cannabis implementation- *Cannabis and Communities- The Here and Now*. The panel of provincial and municipal officials will be covering policing, retail distribution, legal framework, youth justice, POA, court implications and bylaw enforcement.

AMO Contact:

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

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 email communications from AMO, please click [here](#).



From: AMO Communications
To: [Lisa Slomke](#)
Subject: AMO Policy Update - AMO Conference 2018: "In Conversation" on Recreational Cannabis Retail Approach
Date: Thursday, August 16, 2018 2:23:47 PM

August 16, 2018

AMO Conference 2018: "In Conversation" on Recreational Cannabis Retail Approach

On Monday, the provincial government announced that it will propose new legislation to allow private sector cannabis retail storefronts in Ontario. This reversed the previous government's approach on retail for recreational cannabis.

In making the announcement, the province indicated that it would work with municipal governments and AMO on the new retail system starting at the AMO conference in Ottawa. The conference includes a plenary sessions on cannabis implementation, a concurrent session on youth + cannabis, Ministerial delegations and the Tuesday afternoon Ministers' Forum.

AMO members are already asking the questions below. We will continue to ask them throughout the conference and after, until we have answers that municipalities need to make informed decisions. We encourage municipal leaders to ask them in their own meetings and discussions with the government.

AMO's cannabis working group will be tackling these and other questions in the coming weeks and months to make sure that members' concerns are considered in the private retail storefront system. Municipal governments need all the necessary tools and information to protect all residents in our communities.

While this retail system consultation is starting up, the provincial government is urged to provide more public information now on how the on-line distribution system will work as of October 17th and the checks and balances that will available.

Further resources, including the [FCM Municipal Guide](#) that AMO contributed to, are available on the AMO website [here](#).

AMO Contact:

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

Appendix

Initial Municipal Questions generated by provincial announcement:

- We are pleased that the province has committed to the 2-year cannabis excise tax funding arrangement for municipalities. This is essential to ensure safety in our communities and deal with new implementation costs.
 - When will this funding flow to municipal governments?
 - When will the individual allocation details be provided?
 - Will the government work with AMO and municipal governments on a long-term funding framework for cannabis revenues?
- What are the minimum provincial licencing requirements for a licensee? Who will enforce this licence? Will the province centralize the licencing process, especially in areas that do not have a licencing by-law now?
- Will the provincial licensing authority have a process to handle community complaints or concerns about licensees?
- Can a municipality determine the number of licences permitted in its jurisdiction?
- In addition to local planning authority about the siting of the stores, will municipalities be able to set operational matters for these stores, such as hours of operation and maximum concentration of these businesses in a particular area?
- Will the province set minimum distances from places that children frequent such as schools, daycares, libraries, playgrounds, etc.?
- We understand that Municipal governments will have a "one time" opportunity to opt out of having a retail licensee in their municipalities. What does "one time" mean?
- What if a municipal government initially does not want retail, but later wants to change that decision based on the experience of others?
- It is estimated will take at least 55 days for municipal governments to meet statutory requirements for planning by-law amendments, and much longer to fully consider and address resident concerns. Time is short given when new councils take office and the April 1 go-live date.
 - How will the province enable municipalities that may or may not want to have retail stores but want to do a thorough job of consulting with their residents before saying yes or no?

- Will operators be permitted to sell other items in addition to cannabis and accessories in an outlet? In rural and northern areas, this may be practical.

Background:

AMO Board Position on Cannabis:

- AMO has been supportive of private retail sales for cannabis as a job creator in communities across the province to aid local economic development.
- Accompanying this is a strong municipal voice in determining appropriate locations and concentrations that reflect communities' needs and wants.
- AMO has also called for a share of cannabis revenues to go toward municipal services and community development needs such as youth skills development that ensure safety and sustainability in the short and long term.

What Was Announced on August 13, 2018:

- The provincially-owned Ontario Cannabis Store (OCS) will be ready to manage on-line retail orders for cannabis on October 17, 2018 and will be solely responsible for wholesale distribution in Ontario.
- The government will consult with municipalities, police, industry and other stakeholders to propose new legislation in the autumn to allow licensed, private retail cannabis sales by April 1, 2009.
- There will be standard province-wide license criteria all licensees must meet such as hours of operation and staff training.
- New municipal councils will be given the ability for a "one time" opt out of licensed sales in their communities after the municipal election.
- The government committed to providing \$40 million of cannabis revenues to support municipal implementation costs over two years. If provincial cannabis revenues exceed \$100 million, the government will share the surplus 50/50 with municipal governments.

What Has Not Changed:

- The minimum age for buying and possessing cannabis in Ontario is 19. Licensees caught selling cannabis to underage individuals will immediately lose their licenses.
- Current cannabis retail establishments remain illegal. Unlicensed outlets are subject to severe, escalating fines.

- Drugged driving will be subject to increased penalties and there will be zero tolerance for impaired young, novice and commercial drivers.
- Consumption will be able to take place only in a private residence as of October 17.
- Landlords and condominium boards are able to set rules on consumption.
- Federal law allows up to four plants to be grown in a residence.

Observations:

- For municipal governments, these proposed changes will require some significant decisions. New councils will have to decide whether they wish to allow private licensed retail establishments or not. The mechanism for this decision is subject to consultation.
- If councils do allow these establishments, they will need to amend their planning by-laws to set appropriate areas for this activity. It is not yet certain whether councils will be able to control for density or cap numbers. Passing this by-law with appropriate consultation by April 1, 2019 will be extremely challenging.
- The licensing mechanism is yet to be set. Municipal licensing and enforcement could be significantly stretched if more is expected of them. Some municipalities do not have licensing by-laws and would need to create them and hire enforcement by April 1, 2019 if municipal licensing is contemplated. While AMO supported municipal licensing for cannabis establishments in 2016, doing so now across Ontario is impractical. A provincial licensing body would be more appropriate.
- Related to this, the \$40 million over two years is not based on a significant increase in municipal licensing and enforcement. If these services are required, additional funding would be necessary.

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 email communications from AMO, please click [here](#).





**Northwestern
Health Unit**

www.nwhu.on.ca

210 First Street North
Kenora, ON P9N 2K4

Sent via email: greg.rickford@pc.ola.org

August 23, 2018

Honourable Minister Greg Rickford
Minister of Energy, Northern Development and Mines
Minister of Indigenous Affairs
300 McClellan Avenue East Room
Kenora, ON P9N 1A8

Dear Minister Rickford,

Re: Public Health Support for a Basic Income Guarantee

On behalf of the Northwestern Health Unit (NWHU) Board of Health, I am writing to voice our disappointment with the decision to cancel the Ontario Basic Income Pilot. In doing so, the opportunity to study this initiative as a potentially more effective form of social assistance has been eliminated, along with a chance to enhance income security, improve social, physical and mental health outcomes and break the cycle of poverty among Ontario's most vulnerable populations.

Decades of research show that people with lower incomes have poorer physical and mental health and higher rates of mortality. The poorer you are, the more likely you are to have health risks in your daily life, and difficulties accessing adequate healthy food, affordable safe housing and other basic needs. Northwestern Ontario tends to be disadvantaged compared to the rest of the province when considering these key factors that determine health.

Over 1 in 10 people in the region (11.8%) are in low-income households and 16.4% of children under 18 live in low-income households. Formal education rates are also lower in the area when compared to the province: 75.9% of people aged 25-64 have completed high school compared with 89.6% provincially, and the unemployment rate is 11%, compared with 7.4% provinciallyⁱ. According to the [Northwestern Health Unit 2017 Nutritious Food Basket](#) results, 3900 people in northwestern Ontario have reported being food insecure.ⁱⁱ In addition, 14.4% of private dwellings are considered to need major repairs, higher than the provincial figure of 6.6%. Statistics indicate that about 1 in 6 households in the area are spending a third or more of their income on shelter costs.ⁱⁱⁱ

Basic income guarantee has the potential to alleviate or even eliminate poverty. It also has the potential to reduce the long-term consequences of poverty, specifically the health and social effects. Household income influences housing, food security, education, proper early childhood development, and the ability to participate in society. Furthermore, low income limits people's choices and inhibits desirable changes in behavior that can lead to better health. Implementing a basic income could reduce income inequalities and contribute to better health and fewer

societal problems, leading to long term savings in health care and other public or social services.^{iv}

The NWHU along with numerous other public health agencies have long supported the basic income concept as a means of reducing poverty and income insecurity, and thereby effectively address the key determinants of health. In May 2015 [a resolution](#) was passed at the Association of Local Public Health Agencies general meeting, endorsing the concept of basic income and requesting that the provincial and federal governments jointly consider and investigate a basic income guarantee as a policy option. The full backgrounder informing this resolution, and a related resolution for the Ontario Public Health Association, is available at [this link](#). In 2015, the Ontario Society of Nutrition Professionals in Public Health also released their [Responses to Food Insecurity Position Statement](#), recognizing the strong link between poverty and food insecurity and urging the investigation of a basic income for reducing these phenomena. The report states, “The cost of implementing a basic income program would involve substantial government spending. However, even conservative estimates of the indirect costs of poverty (e.g. health care, remedial education, crime, and social assistance programs) are far higher than the costs of actually lifting people out of poverty.”

Ontario’s Basic Income Pilot was well-researched and carefully designed to measure outcomes related to the key determinants of health; to determine if this policy option would in fact help those living in poverty to experience improved physical and mental health, and to live with dignity while fully participating in and contributing to society. Considering the valuable intent of this intervention, and the substantial investment already contributed by the Province and project participants, we respectfully request that you support and encourage the continuation of this pivotal initiative and its evaluation, in order to enable an informed policy decision that will truly be in the best interest of Ontarians now and for future generations.

Sincerely,



Paul Ryan
Board of Health Chair
Northwestern Health Unit

cc: Loretta Ryan, Executive Director, Association of Local Public Health Agencies Municipalities...

ⁱ Northwestern Health Unit. 2017 Public Health Report Card. Retrieved from <https://www.nwhu.on.ca/MediaPressCentre/Documents/PHRC-WEB-June2018.pdf>

ⁱⁱ The Cost of Eating in Northwestern Ontario 2017. Retrieved from <https://www.nwhu.on.ca/ourservices/HealthyLiving/Documents/NWHU-cost%20of%20eating%202017.pdf>

ⁱⁱⁱ Northwestern Health Unit. (2016). *Health equity and the social determinants of health: Information for program planning and evaluation*. Retrieved from <https://www.nwhu.on.ca/MediaPressCentre/Documents/>

^{iv} Alpha-OPHA Health Equity Work Group. (2015). Basic income guarantee: Backgrounder. Retrieved from <http://opha.on.ca/getmedia/>



August 31, 2018



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

Dear Mayor and Council:

On behalf of the Fort Frances Canadian Bass Championship (FFCBC) directors, I would like to take this opportunity to thank the Town of Fort Frances for their continued support of the FFCBC. Without the support given by not only the public works crew putting up and taking down the tent, as well as the road closure, detour signs, the picnic tables and barriers and other items too numerous to mention, this event would not be the resounding success it is.

As the date draws closer to the 25th anniversary event in 2019, we hopefully can anticipate your continued support. The tournament continues to bring in excess of 1.5 million dollars into our community.

It was exciting news to find out that the Town of Fort Frances now owns the property of the former resolute woodlot. Much of that area has been used in the past for various FFCBC parking etc. As you begin your planning for this site, we would welcome an opportunity to have a director representative on any planning committee.

Sincerely,

Jeannette Cawston
(Director of Communications and Volunteers)

TOWN OF FORT FRANCESMINUTESSESSION NO. # 74August 7, 2018

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on August 7, 2018 from Noon to 1:35 p.m.

PRESENT: Councillor G.P. Ryan, Chair, Mayor R. Avis and Councillor W. Brunetta

ALSO PRESENT: D. Brown, CAO, D. Galusha, Deputy Treasurer (12:45 p.m. to 1:35 p.m.), L. Slomke (12:50 p.m. to 1:35 p.m.), Clerk, J. Forbes, Human Resources Coordinator (Noon to 12:47 p.m.), T. Moffitt, Fire Chief/CEMC (12:45 p.m. to 1:15 p.m.) and K. Lawson, Secretary

REGRETS: Councillor K. Perry, L. Lindberg, Treasurer

1. Call to Order 12:00 Noon

2. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting. - none identified

3. Disclosure of pecuniary interest and the general nature thereof

- 3.1 Councillor W. Brunetta disclosed an interest in agenda item 7.8 as the NOMA Executive Meeting Per Diem was hers. She did not participate in any discussion when the matter was discussed.

4. Approval of Previous Committee Minutes

- 4.1 Session No. 73 dated July 3, 2018.

Brunetta-Avis: Approved as presented.

CARRIED

5. In-Camera

- 5.1 Pay Equity Update - Identifiable Individuals.
J. Forbes, Human Resources Coordinator and G. Lawrence, Consultant, Equity & More (via phone) were in attendance to provide an update. Committee approved forwarding this item to an in-camera session at the next regular meeting of Committee of the Whole.

6. Items Referred from Council

- 6.1 Sunset Country Travel Association - Annual Per Capita Marketing Contribution.
- committee recommended approval of the Northwest Ontario's Sunset Country Travel Association annual per capita request in the amount of \$2,187.63 plus hst.

7. New Business

- 7.1 Volunteer Firefighter Recruitment and Retention.
 - committee recommended approval of the report from T. Moffitt, Fire Chief/CEMC to increase the volunteer firefighter roster to 30 firefighters and that 10 of them be placed on an auxiliary reserve list.
- 7.2 Fire Protection Agreements: Nanicost Corporation Ltd. & Rusty Myers Flying Service.
 - committee recommended this item be deferred to the next regular committee meeting to provide for further investigation.
- 7.3 Unbudgeted Emergency Repairs - Fort Frances Airport Tractor
 - committee recommended approval of the unbudgeted capital repair of the Airport Tractor estimated at \$13,404.36 including hst to be paid from the Vehicle and Equipment reserves or during the year end audit process.
- 7.4 Policy Update - Emergency Procedures During a Thunder/Lightning Storm.
 - committee recommended approval of the updated Emergency Procedures During a Thunder/Lightning Storm Policy.
- 7.5 Compliance Audit Committee
 - E. Slomke, Clerk was in attendance to speak to this matter. Committee recommended establishing a Compliance Audit Committee for the 2018 Municipal Election with Terms of Reference as laid out in the Clerk's report.
- 7.6 Doug Brown, CAO - AMCTO Council Orientation Travel Expense Claim.
 - committee recommended approval of the Travel Expense claim in the amount of \$45.00 as submitted by D. Brown, CAO for his attendance at the AMCTO Council Orientation Session held in Thunder Bay on June 20th, 2018.
- 7.7 Councillor Ken Perry NOMA Board 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) Board meeting held in Thunder Bay on June 5th and 6th, 2018.
- 7.8 Councillor Wendy Brunetta NOMA Executive Meeting Per Diem.
 - committee recommended approval of the per diem claim in the amount of \$240.00 as submitted by Councillor Wendy Brunetta for her attendance at the Northern Ontario Municipal Association (NOMA) Executive meeting held in Thunder Bay on June 20th, 2018.
- 7.9 Rainy Lake Square Parking Meter POS Agreement.
 - committee recommended authorizing Mayor and Clerk to execute an agreement with Global Payments for point of sale services for parking meters at the Rainy Lake Square.

- 7.10 Request for Reconsideration - Minutes of Settlement (MOS) re:
302 Kerr Place (2018) and Pit Road No. 2- committee recommended approving the processing of Minutes of Settlement (MOS) for properties located at 302 Kerr Place and Pit No. 2 Road as received from MPAC.
- 7.11 Amended Property Assessment Notice re: 1120 Church Street (2018).
- committee recommended receiving the Amended Property Assessment Notices for property located at 1120 Church Street for the 2018 taxation year as received from MPAC.

8. Non-agenda Items - none identified.

9. Outstanding Items

- 9.1 Belluz Concrete and Rentals Ltd. - awaiting input from Operations and Facilities Executive Committee. D. Brown, CAO provided an update on this matter and Committee recommended that T. Rob, Mgr. Operations and Facilities bring forward a report to O&F Executive Committee with respect to this request. This matter will now be removed from the Outstanding Items.

10. Information

- 10.1 Fort Frances Fire & Rescue Service - June 2018 Report.
- received as information.
- 10.2 Town of Fort Frances Water & Sewer Fund (Operating Summary) for the Seven Months Ending Tuesday, July 31, 2018.
- received as information.
- 10.3 Town of Fort Frances General Fund (Operating) Summary for the Seven Months Ending Tuesday, July 31, 2018.
- received as information.

11. Adjourn 1:35 p.m. / Next Meeting Date - September 4th, 2018


Executive Committee Chair


D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #065August 8, 2018

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Fort Frances Library on August 8, 2018 from 10:30 a.m. to 11:28 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 #065)

Chairperson W. Brunetta called the meeting to order at 10:29 a.m.

2 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

- NIL

3 APPROVAL OF PREVIOUS COMMITTEE MINUTES

3.1 Community Services Executive Committee - July 3, 2018 - **Approved as circulated.**

4 ITEMS REFERRED FROM COUNCIL

NIL

5 NEW BUSINESS

5.1 Daycare - Provincial Wage Enhancement DSSAB Agreement - tabled until next meeting.

5.2 Surplus Assets Sale Items - The Community Services Executive Committee recommends to Mayor and Council to endorse that: 1) The 15 items outlined on the attached spreadsheet be declared surplus to organizational needs, 2) The above-mentioned procedure will be used to dispose of these surplus materials, equipment and vehicles.

5.3 Memorial Sports Centre - Fire Alarm Panel - The Community Services Executive Committee recommends to Mayor & Council to endorse replacement of the Memorial Sports Centre Fire Alarm Panel as an unbudgeted capital item for the lowest available quotation price.

5.4 Museum 40th Anniversary - The Community Services Executive Committee recommends to Mayor & Council to declare the Museum 40th Anniversary exhibit

opening, Wednesday, September 19, 2018, as a significant community event.

- 5.5 Museum - Tugboat request - Direction was given to let the Museum Curator know that the proceeds for the tug boat initiative would be funded from Museum projects reserve and that ongoing capital work should be done by the Museum Advisory Committee.

6 NON-AGENDA ITEMS
- NIL

7 INFORMATION

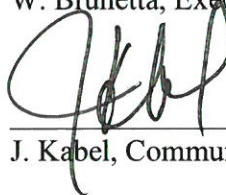
- 7.1 Next meeting date - Tuesday, September 4, 2018 - Memorial Sports Centre

8 ADJOURNMENT

There being no further matters before the committee at this time, the meeting was adjourned at 11:28 a.m.



W. Brunetta, Executive Committee Chair



J. Kabel, Community Services Division Manager

TOWN OF FORT FRANCESMINUTESSESSION NO. #45July 3, 2018

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on July 3, 2018 from 8:05 a.m. to 9:10 a.m.

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

ALSO PRESENT: D. Brown, CAO, T. Dennis, CBO/Planner, D. Galusha, Deputy Treasurer, P. Briere, Secretary.

1. Call to Order - 0805am
Session #45

2. Disclosure of pecuniary interest and the general nature thereof
None.

3. Approval of Previous Committee Minutes

- 3.1 Approval of June 18th, 2018 meeting minutes.
- Approved as presented.

4. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.

Mayor Avis - Non-Agenda Item 10.1 - Heavy Trucks on Second Street.
Councillor Albanese - Non-Agenda Item 10.2 - Huffman Court.

5. In-Camera
None.

6. Items Referred from Council
None.

7. New Business

- 7.1 CSEC Request for Input - Municipal Alcohol Policy #2.1.
- An overview of this item was provided and after a discussion was had on a couple of sections within the policy the Planning and Development Executive Committee is recommending to make a wording change to shooter provision within Section 6.16. The current wording at the end of Section 6.16 is as follows: "The sale of shooters is prohibited." The proposed wording is "Shooters are prohibited." The secretary of the Committee will forward the Planning & Developments input to the Community Services Executive Committee.
- 7.2 Front & Minnie Residential Development Site Plan Control Agreement.
- An overview of the Site Plan and a larger site plan map were provided to the Committee. The Planning & Development Executive Committee is recommending to approve the report as presented.

8. Outstanding Items

- 8.1 Rainy Lake Square Parking Meters.
- An update on the additional information that was requested at the previous meeting was provided to the Committee by Administration. The Planning & Development Executive Committee is directing Administration to amend the Parking Meter Rate in the User Fee By-Law. The new rate proposed is \$1.25/hour.

9. Information

- 9.1 By-Law Enforcement 2nd Quarter Activities Report.
- The report was received as information.

10. Non-agenda Items

- 10.1 Heavy Trucks on Second Street.
- A discussion was had about enforcement of Heavy Trucks operating on Second Street and not on the Truck Route and whose responsibility it was to enforce. It was decided that Administration was to follow up with the OPP to set up the annual By-Law Agreement Review to further discuss enforcement concerns like this.
- 10.2 Huffman Court.
- A discussion was had in regards to property standards with the properties within Huffman Court as well as the catch basin in the being covered in the laneway. It was decided that this item be resolved through the complaint process and directed to Operations & Facilities for resolution.

11. Adjourn / Next Meeting Date - 0910am
Tuesday August 7th, 2018.

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

Doug Cuthbertson – Chair Northwoods	P	Chamber of Commerce Representative Jennifer Soderholm	A
Ed Gackley Flinthouse	P	RRFDC – Geoff Gillon	A
Shelley Wepruk Secretary	P	John Albanese – Town Councilor Town of Fort Frances	A
Scott Krienke-Turvey Ink Spotz Apparel	P		
Marie Therese Metke Pharmsave	A		
Katie Trimble B93	P		
Pat Gartshore Gartch's International Pub	P		
Kim Nicholson Emes Financial	A		



1.Call to Order , Call for Conflict of Interest, Call for Agenda Additions

Doug Cuthbertson opened the meeting. The meeting was called to order at 8:06 am. The Agenda and minutes were circulated to the members for review. Members were asked for any agenda additions or conflicts of interest, none were noted.

2. Approval of Minutes

B.I.A Board of Management Meeting – 11 July 2018

Copies of the minutes from the 20 June, 2018 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 Ed Gackley/Scott Krinke-Turvey
TO accept the minutes presented of 9 May, 2018
Also to ratify all motions made on that date.
No against or abstentions
CARRIED

3. Accounts Payable & Financial Report

Motion #2 – Ed Gackley/Scott Krinke-Turvey
TO accept the total payable for April in the amount of \$2,135.75
No against or abstentions
CARRIED

Board of Management Meeting –11 July 2018
Page 1 of 3

4. New Business

1. Border Signage

5. Additions to Agenda

None

6. Business Arising from the Minutes

Finance and Administration Committee

1. No Report

Promotions Committee

1. Scott & Katie are looking for new scripts for paper advertising. Met with Amanda Caron from Times.
2. Scott is working on music for new promo. It is a work in progress. Doug requested hearing it before it airs.
3. Doug talked about more and better promoting of the BIA. Perhaps an article in the paper would be useful. Most people in town do not know or understand the working of the BIA.
4. Radio station is now affiliated with ACUITA for digital ads.

Maintenance Committee

1. No report at this time. Doug to find out from Travis Rob when street cleaning is done.

Chamber of Commerce

No Report

New Committee

- 1: Good turnout for the Myron tribute. King of None event is tomorrow. There are then 3 more booked events with the big night being 31 July. May need to provide porta-potties for that night at a cost of \$150.00 each. Need better security for this event. Scott volunteered to help.

Social Media

We need a new member for the Social Media committee

7. Old Business

1. Mall Day: Both good and bad reviews. Should we close the street next year? ANY input will be greatly appreciated.

8. New Business

1. Border Signage. Many different ideas re signage was discussed. The sign right as you leave customs was one of the areas up for discussion. Perhaps a flower bed and shrubs in front of the sign to spruce things up some?

Setting of Next Board Meeting

Motion # 4 – Pat Gartshore

To close the meeting

No against or abstentions

All in agreement – CARRIED

The next meeting date will be 8 August 2018 at 8 a.m. at the RRFDC board office above the Credit Union on First Street East.

PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. AT THE RRFDC BOARD ROOM UNLESS OTHERWISE NOTIFIED.

Meeting closed at 9:05 am.