

# TOWN OF FORT FRANCES

## AGENDA - September 24, 2018

### MEETING - Council Chambers , Civic Centre

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1. **COUNCIL MEETING**

(Session No. 093) 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 Presentation of Ontario Age-Friendly Community Award

3. **Consent Agenda:**

3.1 Items Referred from Committee of the Whole

3.2 Request dated September 17, 2018 from D. Maxey, Chair - Fort Frances Senior Centre Board of Management re: Consideration and Support in Principle in helping the Senior Centre acquire a larger facility. 4

- request will be referred to Community Services Executive Committee for recommendation.

3.3 Correspondence dated September 12, 2018 from Ahlan and Judith Johanson re: Property Standard Concerns - King's Highway property. 5 - 6

- request will be referred to Planning and Development Executive Committee for recommendation.

3.4 Request dated September 19, 2018 from the Township of Emo re: Agreement to Utilize the Town of Fort Frances' recycling depot. 7

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

3.5 Request dated September 19, 2018 from TBT Engineering Consulting Group re: 255 Scott Street - Proposed Side Entrance. 8

- will be referred to the Planning and Development Executive Committee for recommendation.

4. **Approval of Council Minutes: \***
  - 4.1 Session No. 092 dated September 10, 2018\*.
5. **Approval of Committee of the Whole Minutes: \***
  - 5.1 Session No. 133 dated September 10, 2018\*.
6. **Resolutions from tonight's Committee meeting**
7. **By-Laws:**
  - 7.1 By-law 50/18 being a by-law to approve a Fire Protection Agreement with Rusty Myers Flying Service Ltd. 9 - 14
  - 7.2 By-law 51/18 being a by-law to approve a Fire Protection Agreement with Nanicost Corporation Ltd. 15 - 20
  - 7.3 By-law 52/18 being a by-law to approve contracts for the supply & delivery of granular materials awarded through the public tender process. 21 - 32
8. **Information Correspondence:**
  - 8.1 Association of Municipalities of Ontario Communications 33 - 37
    - September 10, 2018 re: Court Decision and Next Steps: Bill 5 - Reducing the Size of City of Toronto Council
    - September 11, 2018 re: Resource Productivity and Recovery Authority (RPRA) sets 2019 Blue Box Steward Funding Obligation
    - September 20, 2018 re: Ontario Introduces Legislation to Expand Natural Gas through Private Investment
  - 8.2 Association of Municipalities of Ontario (AMO) Watch File dated September 13 and September 20, 2018. 38 - 42
  - 8.3 Notice dated September 11, 2018 from the Ministry of Natural Resources and Forestry re: Inspection of the Approved 2018 Slash Pile Burning for the Crossroute Forest. 43 - 44
  - 8.4 Notice dated September 14, 2018 from the Ministry of Natural Resources & Forestry re: Slash Pile Burning on the Sapawe Forest. 45 - 47
  - 8.5 Resolution as passed August 29, 2018 from the Township of Amaranth re: NAFTA - Dairy Supply Management Program. 48 - 49
  - 8.6 Resolution as passed September 4, 2018 from the Township of South Glengarry re: Listing of Paramedic Services as a full Essential Service. 50
  - 8.7 Northwestern Health Unit Public Health Communiqué dated September 11, 2018 re: Opportunity - Health Protection updates that 51 - 54

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will affect municipalities.	
8.8 Letter dated August 29, 2018 from the Ministry of Community Safety and Correctional Services re: 2017 Municipal Compliance under the Emergency Management and Civil Protection Act (EMCPA) .	55
8.9 Letter dated September 18, 2018 from T. Noble, Community Legal Worker re: Homelessness Overnight Event	56
<b>9. <u>Minutes:</u></b>	
9.1 Operations and Facilities Executive Committee dated August 8, 2018.	57 - 59
9.2 Administration and Finance Executive Committee dated September 4, 2018.	60 - 62
9.3 Planning and Development Executive Committee dated September 4, 2018.	63 - 64
<b>10. <u>Non-agenda Items</u></b>	
<b>11. <u>ADJOURNMENT</u></b>	
<b>12. <u>* Previously distributed to Council</u></b>	
<b>13. <u>** Items can be viewed by contacting the Clerk</u></b>	

Fort Frances Senior Centre  
401 Nelson Street  
Fort Frances, ON P9A 3B1



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

September 17, 2018

Mayor and Council

Over the past few years activity at the Senior Centre has increased. In addition to card-playing and pool we now offer exercise programs, line dancing, bingo and a special lunch program one day a week. The Centre is also being used more frequently by the public for community events. As our population continues to age there is going to be more demand for a variety of activities.

We would like to expand our programming especially for small group activities such as book club, crafts, and discussion groups. However, the design of the current building is not conducive to additional activities as there is only one large space and no additional smaller rooms. As well, parking is a problem especially when the Centre offers special events such as the Senior Fair or the Senior Games.

We have investigated the cost of adding on to the building but it might be more efficient to erect a new building or to relocate to a different facility which could offer not only the space needed for programming but additional parking space as well.

This letter is being sent to you to ask for your consideration and support in principle in helping the Senior Centre to acquire a larger facility which would meet current and future programming needs.

Sincerely

Diane Maxey, Chair  
Fort Frances Senior Centre Board of Management



711 King's Highway,  
Ft. Frances ON  
P0A 2X2  
September 12 2018

The Mayor and Council  
Fort Frances ON  
320 Portage Avenue  
Ft. Frances ON



Dear Sir:

Please find enclosed a letter sent to the Bylaw Officer, Patrick Briere, regarding a long standing situation with a neighbouring property.

The municipal bylaw dealing with General Standards For All Property speaks to this issue and would resolve the situation if enforced.

Your attention to this matter would be appreciated.

Yours truly,

Ahlan Johanson

Judith Johanson

711 King's Highway  
Fort Frances ON  
P9A 2X2  
September 12 2018



Patrick Briere  
Bylaw Enforcement Officer  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON

Dear Sir:

Earlier this summer, we contacted your office twice regarding the condition of the property at 709 King's Highway; this house abuts our property to the East.

Two years ago, after considerable interaction with your office, this property was cleaned up to a certain extent. As of now there are, once again, a number of items lying in disarray around the back yard and two derelict trucks parked there with even more debris inside the trucks' beds. The white truck has no licence plates and two flat tires. The green truck has licence plates with a sticker dated November 2017.

The tenant renting this property is in residence only infrequently and works out of province in Saskatchewan as far as we know; when here, he has shown no attempt to have the trucks removed or to clean up the back yard. Someone comes to cut the front lawn, but little is done at the back of the house where weeds, grass and other debris clutter the area.

In a conversation with you this year, it was indicated to us that unlicensed, derelict vehicles are not allowed to be kept on private residential property. We have checked the town's bylaws on line and would refer you to the bylaw under the title General Standards For All Property, Part III, numbers 3.03 and 3.04 parts 4, 5, and 8. It would seem that if these bylaws were enforced, as indeed they should be, this ongoing problem would be solved.

Yours truly

Ahlan Johanson

Judith Johanson

c.c. to the Mayor and Fort Frances Town Council



# The Corporation of the Township of Emo

P.O. Box 520, Emo, Ontario, P0W 1E0

Website: [www.emo.ca](http://www.emo.ca)  
E-mail: [township@emo.ca](mailto:township@emo.ca)

Phone: 807-482-2378  
Fax: 807-482-2741

Wednesday September 19, 2018

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

Mayor Roy Avis and Councillors,

I am writing on behalf of the Township of Emo to express interest in entering into an agreement to utilize the Town of Fort Frances' recycling depot.

As you may know, the plant that recycles paper and cardboard in International Falls shut down earlier this spring. The Township of Emo's recycling program has stalled, with nowhere to take paper and limited options for our residents to recycle. With our yearly recycling amounting to about a month's worth in the Town of Fort Frances, purchasing a compactor or a new facility is not a feasible option for Emo at this time.

We are looking at the possibility of an agreement with the Town of Fort Frances to use the recycling depot in Fort Frances and work out a plan to share costs on both shipping and processing. Once we have an agreement we are willing to work with the Town of Fort Frances to put together the costs involved from our end.

On behalf of Emo's Town Council, we look forward to hearing back from you and exploring the process of working together on this endeavor.

Bridget Foster  
CAO/Clerk-Treasurer



September 19, 2018

Mr. Tyson Dennis  
 Chief Building Official/Municipal Planner  
 Town of Fort Frances  
 320 Portage Avenue  
 Fort Frances, ON P9A3P9

**RE: 255 Scott Street (Brockie's Building) – Proposed Side Entrance**

TBT Engineering Limited and our associated subsidiary business entity TBT Surveyors Inc. have been operating in the Town of Fort Frances since June 2017 after acquiring the business assets of EXP Geomatics (formerly Jim Bowman Land Surveying).

An associated company, 1358862 Ontario Ltd. has recently acquired the property at 255 Scott Street (formerly Brockie's Jewellers) as a commercial rental property.

Our intention is to maintain the current tenancy agreement with OPSEU at the rear of the building and perform renovations throughout the space previously used by Ted Brockie for his retail store to better facilitate TBT Engineering and TBTE Surveyors commercial operations in Fort Frances.

We would like to construct windows and an entry doorway into the western side wall of 255 Scott Street, providing egress and ingress to both suites from the Rainy Lake Square. The new proposed door opening would be approximately 60 feet from the front face of the building.

This change is part of a comprehensive architectural plan to upgrade the property interior AND exterior to make it more consistent with the attractive market space within the Rainy Lake Square.

Please advise if this request can be accommodated and additional architectural and engineering details will be provided in support of our application.

Yours truly,

A handwritten signature in blue ink, appearing to read "Rob Frenette".

Rob Frenette, P. Eng.  
 President, TBT Engineering Limited  
 President, TBTE Surveyors Inc.  
 President, 1358862 Ontario Ltd.

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a by-law to approve a Fire Protection Agreement with Rusty Myers Flying Service Ltd.)

WHEREAS on September 10, 2018, Council approved a report from T. Moffitt, Fire Chief / CEMC to enter into a Fire Protection Agreement with Rusty Myers Flying Service Ltd.;

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

- 1. That schedule A the form attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 24<sup>th</sup> day of September 2018.

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

**FIRE PROTECTION AGREEMENT BETWEEN RUSTY MYERS FLYING SERVICE LTD. AND THE TOWN OF FORT FRANCES**

**THIS AGREEMENT** made this                      day of                      , 2018.

**BETWEEN:**  
**RUSTY MYERS FLYING SERVICE LTD.**

**And The CORPORATION OF THE TOWN OF FORT FRANCES**

(herein collectively referred to as the "Parties")

**WHEREAS** Section 2. (5) (a) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, authorizes a municipality to enter into an agreement to, provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality;

**AND WHEREAS** The Town of Fort Frances operates a fire protection service and manages assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act, 1997*, through their respective fire department;

**AND WHEREAS** The Town of Fort Frances is willing and prepared to make available fire protection services to Rusty Myers Flying Service Ltd. via a fire protection agreement on certain terms and conditions;

**NOW THEREFORE**, in consideration of the conditions, considerations and payments herein contained, Rusty Myers Flying Service Ltd. & the Town of Fort Frances mutually agree as follows:

**1. Definitions for the purpose of this Agreement:**

- a) **"Designate"** means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
- b) **"Fire Protection Agreement Services Fees"** means the following:

**2018: STANDING FEE** is 50% of 12-hours @ the current hourly MTO rate + HST. The current hourly MTO rate + HST per piece of apparatus for the first hour and the current MTO rate + HST per piece of apparatus for every half hour thereafter, for each Fire and Emergency Service Response Call shall apply. This rate shall automatically change to reflect incremental changes to the Ministry of Transportation's rate structure.

**2019: STANDING FEE** is 75% of 12-hours @ the current hourly MTO rate + HST. The current hourly MTO rate + HST per piece of apparatus for the first hour and the current MTO rate + HST per piece of apparatus for every half hour thereafter, for each Fire and Emergency Service Response Call shall apply. This rate shall automatically change to reflect incremental changes to the Ministry of Transportation's rate structure.

**FIRE PROTECTION AGREEMENT BETWEEN RUSTY MYERS FLYING SERVICE LTD. AND THE TOWN OF FORT FRANCES**

**2020 and beyond: STANDING FEE** is 100% of 12-hours @ the current hourly MTO rate + HST. The current hourly MTO rate + HST per piece of apparatus for the first hour and the current MTO rate + HST per piece of apparatus for every half hour thereafter, for each Fire and Emergency Service Response Call shall apply. This rate shall automatically change to reflect incremental changes to the Ministry of Transportation's rate structure.

- c) **"Fort Frances Fire & Rescue Service"** means the Town of Fort Frances Fire & Rescue Service.
- d) **"Incident Commander"** means the person in command of an incident, also referred to in this Agreement as IC.
- e) **"Fire Protection Services"** means and includes the activities defined in the *Fire Protection and Prevention Act*, more particularly described as including fire suppression, rescue and emergency services, and the delivery of all those services.
- f) **"Sufficient Resources"** means staffing and equipment to provide a response that meets the most current OFM guidelines for the particular emergency type.
- g) **"Limited Services"** refers to a variation of services differentiating from the norm as a result of extenuating circumstances, including but not limited to, levels of training, resources available, environmental variables, obstructions, roads, public highways, remote properties, private road ways, lanes, drives, and access.

## **2. Conditions of Response**

- a) Fire apparatus and personnel that will respond to occurrences in the fire area of Rusty Myers Flying Service Ltd. will constitute sufficient apparatus and firefighters to accomplish the specific services identified in the agreement.
- b) Notwithstanding Section 1 above, the fire chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus, or equipment are required in the Town of Fort Frances, elsewhere, or under the provisions of the Rainy River District Mutual Aid Plan. Similarly, the fire chief, or designate, may order the return of such apparatus, equipment and/or personnel that is responding to or is at the scene of an incident in the fire area of Rusty Myers Flying Service Ltd., should life and/or property within the Town of Fort Frances be threatened.
- c) Rusty Myers Flying Service Ltd. shall be responsible to regularly grade and remove the snow on the roads so that the Fort Frances Fire and Rescue Services will have good access to all Buildings and Structures.

**FIRE PROTECTION AGREEMENT BETWEEN RUSTY MYERS FLYING SERVICE LTD. AND THE TOWN OF FORT FRANCES****3. Conditions of Agreement**

- a) This Agreement may be terminated:
  - i) by Rusty Myers Flying Service Ltd. in any year, giving not less than 90 days notice in writing to the Town of Fort Frances or
  - ii) by the Town of Fort Frances in any year, giving not less than 90 days notice in writing to Rusty Myers Flying Service Ltd.
  - iii) after which time this Agreement shall automatically terminate.
  - iv) The FIRE PROTECTION SERVICE FEE (STANDING FEE WOULD NOT BE REIMBURSED).
- b) Where no such notice is given, this Agreement shall continue in full force and effect.

**4. Billing Conditions**

- a) The Fire Protection Fee (**STANDING FEE**) will be payable on an annual basis. As well, the Fire Protection Fee will be payable on a monthly basis if any Fire and Emergency Service Response Calls were actioned.
- b) The current hourly MTO rate + HST per piece of apparatus for the first hour and the current MTO rate + HST per piece of apparatus for every half hour thereafter, for each Fire and Emergency Service Response Call shall apply. This rate shall automatically change to reflect incremental changes to the Ministry of Transportation's rate structure.
- c) The sum equal to salary, transportation costs, and any other expense incurred by the Town of Fort Frances Fire and Rescue Services personnel in providing Fire Inspection Services in accordance with this agreement.
- d) The payments made to the Town of Fort Frances under this Agreement shall be accepted by the Town of Fort Frances as full compensation for all services furnished by it under this Agreement, for all losses, costs, damages, arising out of the performance by the Town of Fort Frances of these services and for all expenses incurred by or in consequence of any delay or suspension or discontinuance of these services.

**5. Legal**

- a) This Agreement shall come into force and effect on the date of passing thereof by the Council of the Town of Fort Frances.
- b) This Agreement shall be reviewed by the Parties at least once every five years.
- c) The Town of Fort Frances shall not be held responsible for any failure of the Town of Fort Frances Fire and Rescue Services to furnish fire protection services by this Agreement, whether such failure is a result of an Act of God, a strike, a riot, or some other cause where the failure resulted from circumstances which are beyond the control, which the Town of Fort Frances could reasonably be expected to exercise. As well, the Town of Fort Frances shall not



**FIRE PROTECTION AGREEMENT BETWEEN RUSTY MYERS FLYING SERVICE LTD. AND THE TOWN OF FORT FRANCES**

be held responsible for any claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, or sustained, by reason of the Town of Fort Frances or its servants, agents or workmen.

- d) If for any reason, any section, clause or provision of this Agreement is declared to be inconsistent or is declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof and shall be deemed to be severed by this Agreement.
- e) Due to the reliance of the Town of Fort Frances on volunteer / part-time firefighters, the topographic and geographic configuration of the respective jurisdictions, the level of firefighter training in the area on any given day, limited levels of equipment, available resources, and other constraints, the services described in this agreement are provided as “Limited Services” as defined in Section 1 of this Agreement.
- f) The Town of Fort Frances shall not accept, sustain or incur liability for the delay or inability of their respective Fire Service to supply any of the services under this Agreement due to the provision of its approved services as Limited Services or due to the existence of unsafe conditions encountered en route, environmental factors and impeded access.
- g) No liability shall attach or accrue to the Town of Fort Frances under this Agreement by reason of any injury or damage sustained by personnel, apparatus, and/or equipment of the Fire Service while engaged in the provision of fire protection services to any area outside of the municipal jurisdictions of the Parties.
- h) That this Agreement may be cited as the “Rusty Myers Flying Service Ltd. & The Town of Fort Frances Fire Protection Agreement”.
- i) This Agreement comes into effect on the day it is passed by the Town of Fort Frances Council and of all Parties hereto.
- j) Notwithstanding anything herein contained, no liability shall attach or accrue to the Town of Fort Frances for failing to supply to Rusty Myers Flying Service Ltd. on any occasion, or occasions, any fire protection services provided for in this agreement.
- k) This Agreement enures to the benefit of and is binding upon Rusty Myers Flying Service Ltd. and its successors, and upon the Town of Fort Frances, its successors and assigns.

**FIRE PROTECTION AGREEMENT BETWEEN RUSTY MYERS FLYING SERVICE LTD. AND THE TOWN OF FORT FRANCES**

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their corporate seals duly if so available and attested by the hands of their authorized signatories.

**Rusty Myers Flying Service Ltd.**

\_\_\_\_\_  
RUSTY MYERS FLYING SERVICE OWNER

(seal)

**The Corporation of the Town of Fort Frances**

\_\_\_\_\_  
MAYOR

(seal)

\_\_\_\_\_  
CLERK

WE HAVE AUTHORITY TO BIND THE  
CORPORATION.

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a by-law to approve a Fire Protection Agreement with Nanicost Corporation Ltd.)

WHEREAS on September 10, 2018, Council approved a report from T. Moffitt, Fire Chief / CEMC to enter into a Fire Protection Agreement with Nanicost Corporation Ltd.;

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

- 1. That schedule A the form attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 24<sup>th</sup> day of September 2018.

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

**FIRE PROTECTION AGREEMENT BETWEEN NANICOST LTD. AND THE TOWN OF FORT FRANCES**

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**BETWEEN:**  
**NANICOST LTD.**

**And The CORPORATION OF THE TOWN OF FORT FRANCES**

(herein collectively referred to as the “Parties”)

**WHEREAS** Section 2. (5) (a) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, authorizes a municipality to enter into an agreement to, provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality;

**AND WHEREAS** The Town of Fort Frances operates a fire protection service and manages assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act, 1997*, through their respective fire department;

**AND WHEREAS** The Town of Fort Frances is willing and prepared to make available fire protection services to Nanicost Ltd. via a fire protection agreement on certain terms and conditions;

**NOW THEREFORE**, in consideration of the conditions, considerations and payments herein contained, Nanicost Ltd. & the Town of Fort Frances mutually agree as follows:

**1. Definitions for the purpose of this Agreement:**

- a) **“Designate”** means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
- b) **“Fire Protection Agreement Services Fees”** means the following:

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**FIRE PROTECTION AGREEMENT BETWEEN NANICOST LTD. AND THE TOWN OF FORT FRANCES**

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- c) **"Fort Frances Fire & Rescue Service"** means the Town of Fort Frances Fire & Rescue Service.
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- e) **"Fire Protection Services"** means and includes the activities defined in the *Fire Protection and Prevention Act*, more particularly described as including fire suppression, rescue and emergency services, and the delivery of all those services.
- f) **"Sufficient Resources"** means staffing and equipment to provide a response that meets the most current OFM guidelines for the particular emergency type.
- g) **"Limited Services"** refers to a variation of services differentiating from the norm as a result of extenuating circumstances, including but not limited to, levels of training, resources available, environmental variables, obstructions, roads, public highways, remote properties, private road ways, lanes, drives, and access.

## **2. Conditions of Response**

- a) Fire apparatus and personnel that will respond to occurrences in the fire area of Nanicost Ltd. will constitute sufficient apparatus and firefighters to accomplish the specific services identified in the agreement.
- b) Notwithstanding Section 1 above, the fire chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus, or equipment are required in the Town of Fort Frances, elsewhere, or under the provisions of the Rainy River District Mutual Aid Plan. Similarly, the fire chief, or designate, may order the return of such apparatus, equipment and/or personnel that is responding to or is at the scene of an incident in the fire area of Nanicost Ltd., should life and/or property within the Town of Fort Frances be threatened.
- c) Nanicost Ltd. shall be responsible to regularly grade and remove the snow on the roads so that the Fort Frances Fire and Rescue Services will have good access to all Buildings and Structures.

**FIRE PROTECTION AGREEMENT BETWEEN NANICOST LTD. AND THE TOWN OF FORT FRANCES****3. Conditions of Agreement**

- a) This Agreement may be terminated:
  - i) by Nanicost Ltd. in any year, giving not less than 90 days notice in writing to the Town of Fort Frances or
  - ii) by the Town of Fort Frances in any year, giving not less than 90 days notice in writing to Nanicost Ltd.
  - iii) after which time this Agreement shall automatically terminate.
  - iv) The FIRE PROTECTION SERVICE FEE (STANDING FEE WOULD NOT BE REIMBURSED).
- b) Where no such notice is given, this Agreement shall continue in full force and effect.

**4. Billing Conditions**

- a) The Fire Protection Fee (**STANDING FEE**) will be payable on an annual basis. As well, the Fire Protection Fee will be payable on a monthly basis if any Fire and Emergency Service Response Calls were actioned.
- b) The current hourly MTO rate + HST per piece of apparatus for the first hour and the current MTO rate + HST per piece of apparatus for every half hour thereafter, for each Fire and Emergency Service Response Call shall apply. This rate shall automatically change to reflect incremental changes to the Ministry of Transportation's rate structure.
- c) The sum equal to salary, transportation costs, and any other expense incurred by the Town of Fort Frances Fire and Rescue Services personnel in providing Fire Inspection Services in accordance with this agreement.
- d) The payments made to the Town of Fort Frances under this Agreement shall be accepted by the Town of Fort Frances as full compensation for all services furnished by it under this Agreement, for all losses, costs, damages, arising out of the performance by the Town of Fort Frances of these services and for all expenses incurred by or in consequence of any delay or suspension or discontinuance of these services.

**5. Legal**

- a) This Agreement shall come into force and effect on the date of passing thereof by the Council of the Town of Fort Frances.
- b) This Agreement shall be reviewed by the Parties at least once every five years.
- c) The Town of Fort Frances shall not be held responsible for any failure of the Town of Fort Frances Fire and Rescue Services to furnish fire protection services by this Agreement, whether such failure is a result of an Act of God, a strike, a riot, or some other cause where the failure resulted from circumstances which are beyond the control, which the Town of Fort Frances could reasonably be expected to exercise. As well, the Town of Fort Frances shall not be held responsible for any claims, demands, loss, costs, damages, actions, suits or other

**FIRE PROTECTION AGREEMENT BETWEEN NANICOST LTD. AND THE TOWN OF FORT FRANCES**

proceedings by whomsoever made, or sustained, by reason of the Town of Fort Frances or its servants, agents or workmen.

- d) If for any reason, any section, clause or provision of this Agreement is declared to be inconsistent or is declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof and shall be deemed to be severed by this Agreement.
- e) Due to the reliance of the Town of Fort Frances on volunteer / part-time firefighters, the topographic and geographic configuration of the respective jurisdictions, the level of firefighter training in the area on any given day, limited levels of equipment, available resources, and other constraints, the services described in this agreement are provided as "Limited Services" as defined in Section 1 of this Agreement.
- f) The Town of Fort Frances shall not accept, sustain or incur liability for the delay or inability of their respective Fire Service to supply any of the services under this Agreement due to the provision of its approved services as Limited Services or due to the existence of unsafe conditions encountered en route, environmental factors and impeded access.
- g) No liability shall attach or accrue to the Town of Fort Frances under this Agreement by reason of any injury or damage sustained by personnel, apparatus, and/or equipment of the Fire Service while engaged in the provision of fire protection services to any area outside of the municipal jurisdictions of the Parties.
- h) That this Agreement may be cited as the "Nanicost Ltd. & The Town of Fort Frances Fire Protection Agreement".
- i) This Agreement comes into effect on the day it is passed by the Town of Fort Frances Council and of all Parties hereto.
- j) Notwithstanding anything herein contained, no liability shall attach or accrue to the Town of Fort Frances for failing to supply to Nanicost Ltd. on any occasion, or occasions, any fire protection services provided for in this agreement.
- k) This Agreement enures to the benefit of and is binding upon Nanicost Ltd. and its successors, and upon the Town of Fort Frances, its successors and assigns.

**FIRE PROTECTION AGREEMENT BETWEEN NANICOST LTD. AND THE TOWN OF FORT FRANCES**

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their corporate seals duly if so available and attested by the hands of their authorized signatories.

**Nanicost Ltd.**

\_\_\_\_\_

(seal)

**The Corporation of the Town of Fort Frances**

\_\_\_\_\_

MAYOR

(seal)

\_\_\_\_\_

CLERK

WE HAVE AUTHORITY TO BIND THE  
CORPORATION.



TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a by-law to approve contracts for supply & delivery of granular materials awarded through the public tender process)

WHEREAS on September 10<sup>th</sup>, 2018, Council awarded contracts for supply & delivery of certain granular materials to Tom Veert Contracting Ltd., & George Armstrong Co. Limited during the years 2019, 2020 and 2021, Tender No. 18-OF-10;

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

1. That pursuant to the award of contracts under Tender 18-OF-10, the following contracts in the form of schedules attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:

Tom Veert Contracting Ltd. being Schedule “A”, and

George Armstrong Co. Limited, being Schedule “B”.

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 24<sup>th</sup> day of September 2018.

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

**SCHEDULE 2****AGREEMENT**

THIS AGREEMENT made this 21st day of August, 2018

BETWEEN:

Tom Veert Contracting Limited  
(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

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

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

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

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

(c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

(i) in case of notice to the Town, as follows:

320 Portage Avenue  
FORT FRANCES, Ontario  
P9A 3P9  
Attention: Administrator

(ii) in case of the Contractor, as follows:

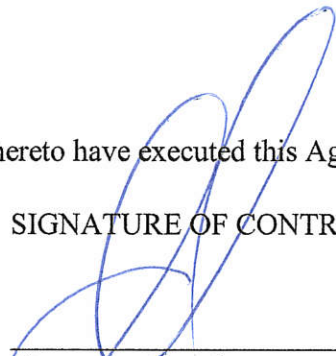
Box 417  
FORT FRANCES, Ontario  
P9A 3P9

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

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

  
 \_\_\_\_\_  
 Witness to signature of Tenderer

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

Print name of Witness:

\_\_\_\_\_ Corinne York \_\_\_\_\_

PRINT NAME AND TITLE OF PERSON SIGNING:

\_\_\_\_\_ Tom Veert President \_\_\_\_\_

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

\_\_\_\_\_ Tom Veert Contracting Limited \_\_\_\_\_

Address of Witness:

\_\_\_\_\_ Box 128 \_\_\_\_\_  
 \_\_\_\_\_ Devlin, Ontario P0W 1C0 \_\_\_\_\_

Address of Contractor:

\_\_\_\_\_ Box 417 \_\_\_\_\_  
 \_\_\_\_\_ Fort Frances, Ontario P9A 3M7 \_\_\_\_\_

Phone Number of Witness:

\_\_\_\_\_ 807-274-6898 \_\_\_\_\_

Phone Number of Contractor:

\_\_\_\_\_ 807-274-6898 \_\_\_\_\_

Fax Number: \_\_\_\_\_ 807-274-6070 \_\_\_\_\_

Cell Number: \_\_\_\_\_ 807-275-9600 \_\_\_\_\_

The Corporation of the Town of Fort Frances

per: \_\_\_\_\_

per: \_\_\_\_\_

I/we have authority to bind the Town

### SCHEDULE 3

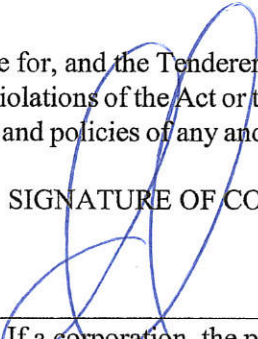
#### OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, Tom Veert Contracting Limited shall and does hereby agree and confirm that:

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

SIGNATURE OF CONTRACTOR:

  
 \_\_\_\_\_  
 Witness to signature of Tenderer

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

Print name of Witness:

PRINT NAME AND TITLE OF PERSON SIGNING:

Corinne York

Tom Veert President

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

Tom Veert Contracting Limited

Address of Witness:

Box 128

Devlin, Ontario P0W 1C0

Address of Contractor:

Box 417

Fort Frances, Ontario P9A 3M7

Phone Number of Witness:

807-274-6898

Phone Number of Contractor:

807-274-6898

Fax Number: 807-274-6070

Cell Number: 807-275-9600

The Corporation of the Town of Fort Frances

per: \_\_\_\_\_

per: \_\_\_\_\_

I/we have authority to bind the Town

Date: \_\_\_\_\_, 2018

## SCHEDULE 2

### AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018

BETWEEN:

GEORGE ARMSTRONG CO. LIMITED  
(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

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

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

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

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

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

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

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

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.
8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:
  - (a) delivered personally;
  - (b) sent by prepaid courier service or mail; or



(c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

(i) in case of notice to the Town, as follows:

320 Portage Avenue  
FORT FRANCES, Ontario  
P9A 3P9  
Attention: Administrator

(ii) in case of the Contractor, as follows:

GEORGE ARMSTRONG & Co. Limited  
1603 Emo Road  
FORT FRANCES, ON P9A 3N1  
ATT: SHANE ARMSTRONG

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

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

Anita Beauty  
Witness to signature of Tenderer

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

Print name of Witness:

Anita Beauty

PRINT NAME AND TITLE OF PERSON SIGNING:

SHANE ARMSTRONG VICE-PRESIDENT

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

GEORGE ARMSTRONG CO. LIMITED

Address of Witness:

1311 Emo Road  
Fort Frances, Ontario

Address of Contractor:

1603 Emo Road Fort Frances  
P9A 3W1

Phone Number of Witness:

(807) 276-2567

Phone Number of Contractor:

807-274-3294

Fax Number: 807-274-8469

Cell Number: 807-275-9901

The Corporation of the Town of Fort Frances

per: \_\_\_\_\_

per: \_\_\_\_\_

I/we have authority to bind the Town  
Page 30 of 64

## SCHEDULE 3

## OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, GEORGE ARMSTRONG CO. LIMITED shall and does hereby agree and confirm that:

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

## SIGNATURE OF CONTRACTOR:

Anika Beaudry  
Witness to signature of Tenderer

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

Print name of Witness:

PRINT NAME AND TITLE OF PERSON SIGNING:

Anika Beaudry

SHANE ARMSTRONG VICE-PRESIDENT

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

GEORGE ARMSTRONG CO. LIMITED

Address of Witness:

---

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Address of Contractor:

---

---

Phone Number of Witness:

---

Phone Number of Contractor:

---

Fax Number: 

---

Cell Number: 

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The Corporation of the Town of Fort Frances

per: 

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per: 

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I/we have authority to bind the Town

Date: 

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, 2018

**From:** AMO Communications  
**To:** [Lisa Slomke](#)  
**Subject:** AMO Policy Update - Court Decision and Next Steps: Bill 5 - Reducing the Size of City of Toronto Council  
**Date:** Monday, September 10, 2018 3:55:26 PM

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September 10, 2018

## **Court Decision and Next Steps: Bill 5 – Reducing the Size of City of Toronto Council**

### **For Your Information – Highlights of Today**

#### **Ontario Superior Court of Justice Decision found that:**

- i. The legislative change during the election period "interfered with the candidate's freedom of expression" and "undermined an otherwise fair and equitable election process."
- ii. An imposed 25-ward structure "interfered with a voter's right to freedom of expression when it double the ward population from 61,000 average to 111,000 average, effectively denying the voter's right to cast a vote that can result in effective representation."
- iii. That these breaches, based on the evidence filed "cannot be demonstrably justified in a free and democratic society and cannot be saved as reasonable limits under s.1 of the Charter of Rights."

The 20-page ruling is [available here](#).

The Decision only focuses on S 2(b) of the Charter and the guarantee of freedom of expression and points to a number of previous cases related to freedom of expression.

Of further note, the Decision said:

There was no dispute that the Province has the authority under the *Constitution Act 1867* to pass laws in relation to municipal governments. It notes, "the Province can pass a law that is wrong-headed, unfair or even "draconian"." Legislation must comply with the Charter of Rights. "As long as a statute is "neither ultra vires nor contrary to the [Charter], courts have no role to supervise the exercise of legislative power." Nor is there dispute that a provincial legislature can over-rule or contradict a previously enacted law.

#### **Provincial Reaction and Next Steps:**

Premier Ford said that the Decision was "deeply concerning" and appeal proceedings are underway. At the same time, the Legislature is to be called back this week to enable the government to introduce the Bill (under a new number) and invoke s. 33 of the Charter of Rights. Known as the 'notwithstanding clause', the section allows Parliament or provincial legislatures to override certain portions of the Charter.

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**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.

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**From:** AMO Communications  
**To:** [Lisa Slomke](#)  
**Subject:** AMO Policy Update - RPRA sets 2019 Blue Box Steward Funding Obligation  
**Date:** Tuesday, September 11, 2018 4:48:57 PM

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September 11, 2018

## RPRA sets 2019 Blue Box Steward Funding Obligation

The Resource Productivity and Recovery Authority (RPRA) has set the [2019 Blue Box Steward Funding Obligation](#) at \$126.4 million. The Blue Box Steward Funding Obligation is the total amount that stewards must pay to municipalities for the Blue Box Program.

Despite strong, long-standing documented protests from municipal governments, RPRA has again used a theoretical model of municipal costs as a key input into the calculation of the Obligation. This model discounts verified municipal costs for 'inefficiency' under the "Cost Containment" heading. This deduction from reported verified costs from the datacall has increased to \$23.8M from \$15.8M last year. We have continued to advocate for payment to be calculated as per the decision in the 2014 Arbitration between AMO/City of Toronto and Stewardship Ontario where municipalities were paid 50% of our net verified cost from the Datacall (i.e. actual municipal costs). RPRA (formerly WDO) used the Arbitrator's method in 2015 to determine the Steward Obligation. If the Steward Obligation had been calculated this year using the Arbitrator's method it would have been \$131.2M – a difference of \$4.8M.

Attached below is a summary of the Steward Obligation calculation from RPRA:

<b>2019 Steward Obligation (2017 Data Year)</b>	
Reported Gross Cost	\$355,134,163
Plus 55% of InKind Linage	\$2,156,414
Less Non-Obligated	-\$221,770
Less Cost Containment	-\$23,800,135
<b>Total Gross Cost</b>	\$333,268,672
Less 3 Year Average Revenue	-\$95,697,012
Plus 100% of Prior Year Adjustments	\$865,415
<b>Total Net Costs</b>	\$238,437,075
50% of Net Costs	\$119,218,537
Plus Steward Cost Containment	\$7,153,112
<b>2019 Steward Obligation</b>	<b>\$126,371,650</b>

---

AMO, Toronto, RPWCO and MWA will be reviewing RPRA's decision on the Obligation to determine if a formal dispute process should be invoked.

**AMO Contact:**

Dave Gordon, Senior Advisor, Waste Diversion, [dgordon@amo.on.ca](mailto:dgordon@amo.on.ca), 416-389-4160.

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**From:** AMO Communications  
**To:** [Lisa Slomke](#)  
**Subject:** AMO Policy Update - Ontario Introduces Legislation to Expand Natural Gas through Private Investment  
**Date:** Thursday, September 20, 2018 5:49:15 PM

---

September 20, 2018

## Ontario Introduces Legislation to Expand Natural Gas through Private Investment

The Honourable Monte McNaughton, Minister of Infrastructure introduced [The Access to Natural Gas Act](#) in the Ontario Legislature yesterday. Bill 32 amends the *Ontario Energy Board Act, 1998* to provide rate protection for consumers on investments made by natural gas distributors in expanding their systems. The Bill received First Reading.

Premier Ford [announced](#) the initiative earlier this week at the International Plowing Match in Pain Court. The legislation will [encourage](#) natural gas distributors to invest in the capital expansion of these systems while working with communities in planning expansions. Under the proposed program, communities would continue to partner with gas distributors to bring forward natural gas expansion applications to the Ontario Energy Board.

The new program replaces the previous governments' natural gas expansion grants and loans to communities. Know that natural gas expansion is of great interest to many of our members and their communities. AMO will continue to report out to members on this initiative as more details become available.

### AMO Contact:

Cathie Brown, Senior Advisor, [cathiebrown@amo.on.ca](mailto:cathiebrown@amo.on.ca), 416-971-9856 ext. 342

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**From:** AMO Communications  
**To:** [Kathy Lawson](#)  
**Subject:** AMO WatchFile - September 13, 2018  
**Date:** Thursday, September 13, 2018 9:05:31 AM

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September 13, 2018

### **In This Issue**

- Register for the used tires webinar
- Webinar on accessible, inclusive communities.
- Timmins Investment Basics session fast approaching.
- Tailor-made workshops designed to fit your needs.
- Facility Lighting Service webinar replay.
- Rural Ontario Institute seeking partners for the Measuring Rural Community Vitality.
- Micro-hydro and waterpower in Ontario communities.
- Careers with Essex County, Perth County and Kitchener.

### **AMO Matters**

The Used Tires program in Ontario is changing which will affect most municipalities. Join our [Free Webinar](#) on September 25 to learn more.

### **Provincial Matters**

Join the Ministry for Seniors and Accessibility on September 26 for a [free webinar](#) featuring 2 accessibility champions who go above and beyond Ontario's accessibility laws to make communities more inclusive. Brent Kittmer, CAO/Clerk, Town of St. Marys, will discuss the experience of reconstructing their main street within a heritage conservation district while also integrating accessibility upgrades. Luke Anderson, Executive Director and founder of The Stopgap Foundation, will talk about the StopGap program to improve access by creating one-step ramps that are used in communities across Ontario.

### **Eye on Events**

The 2nd [Investment Basics & Beyond](#) workshop is just around the corner. Join members of ONE Investment in Timmins for this full day session covering the basics of municipal investing, and new legislation pertaining to the prescribed list of investments and the Prudent Investor Standard. [Register today](#) or [download the registration PDF](#).

### **LAS**

[LAS Energy Workshops](#) are made to order. Simply tell us the topics, time and date, and we will deliver. Train your staff on what they need to know. Now booking for fall and winter Energy Efficient Building Operations workshops. Contact [Christian Tham](#) for more information.

On September 11th, 2018, LAS held a [Facility Lighting Service webinar](#) to provide an overview of its newly expanded LED lighting offering to Ontario municipalities. If you didn't get a chance to attend, a recording of the session is now available for viewing.

### **Municipal Wire\***

Are you currently reporting on community vitality and mobilizing community action? ROI is [looking to work with municipalities](#) that are willing to document and share their successes and failures to a broader

audience.

Building on the micro-hydro power session at the AMO Conference in Ottawa, the Ontario Waterpower Association is inviting AMO members to its [annual conference](#) in Niagara-on-the-Lake, October 29-31. AMO members will receive a special discount by using the coupon code AMO100.

### Careers

**Chief of Paramedic Services - County of Perth.** The Chief of Paramedic Services works as a member of the senior management team and is responsible for the overall operation of land ambulance services in the County of Perth. For more information and to apply directly go to [Perth County Career opportunities](#). Position closing date is currently September 28 at 4 pm.

**Director Infrastructure Services/County Engineer - County of Essex.** As the leader of the Infrastructure Services department, you will have responsibility for the planning, engineering, construction, administration and maintenance activities required to manage the over 1,500 lane kilometers of the County road network and facility operations. Qualified applicants are invited to [apply online by visiting the Career Opportunities](#) section of [our website](#) no later than Monday September 24, 2018.

**Director, Corporate Communications & Marketing - City of Kitchener.** It is anticipated that shortlisting of candidates for interviews will take place around the first week of October with interviews being conducted towards the middle-end of October. If interested in exploring this further and for a complete position profile, please contact Kartik Kumar, Managing Director at Legacy Executive Search Partners, at 416.271.4397 or [kartik.kumar@lesp.ca](mailto:kartik.kumar@lesp.ca).

### About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

### AMO Contacts

[AMO Watch File](#), Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

[MEPCO Municipal Employer Pension Centre of Ontario](#)

[Media Inquiries](#), Tel: 416.729.5425

[Municipal Wire, Career/Employment and Council Resolution Distributions](#)

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**From:** AMO Communications  
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September 20, 2018

### **In This Issue**

- Register for the used tires webinar.
- Cybersecurity alert concerning ransomware.
- Webinar on accessible, inclusive communities.
- 2019 ROMA Conference - Program update.
- AMO's new council term training.
- 2019 AMO AGM and Annual Conference dates.
- Managing trolls, negative comments & really angry people.
- Three Investment Basics sessions coming up.
- ONE Investment High Interest Savings Account paying 2.165%.
- Home protection plans assist with independent living.
- CNIB Foundation's Accessible Election Guide for Municipalities.
- Rural Ontario Institute seeking partners for the Measuring Rural Community Vitality.
- Careers with OMSSA and Hamilton Township.

### **AMO Matters**

The Used Tires program in Ontario is changing which will affect most municipalities. Join our [Free Webinar](#) on September 25 to learn more.

### **Provincial Matters**

Cybersecurity Alert: Three municipal governments in Ontario were recently the targets of ransomware attacks. Attached are bulletins from the [RCMP](#) and the [OPP](#) which offer tips on avoiding cybercrime.

Join the Ministry for Seniors and Accessibility on September 26 for a [free webinar](#) featuring 2 accessibility champions who go above and beyond Ontario's accessibility laws to make communities more inclusive. Brent Kittmer, CAO/Clerk, Town of St. Marys, will discuss the experience of reconstructing their main street within a heritage conservation district while also integrating accessibility upgrades. Luke Anderson, Executive Director and founder of The Stopgap Foundation, will talk about the StopGap program to improve access by creating one-step ramps that are used in communities across Ontario.

### **Eye on Events**

The [2019 ROMA Conference](#) will once again deliver a strong program aimed directly at rural municipalities. [Register today!](#)

The demanding arena for elected officials requires knowledge and skills and a way to keep current. AMO is here to help! For the new council term ahead, AMO is pleased to offer 3 in-person training sessions: [Municipal Leadership Essentials](#) (November, 2018); [As a Member of Council What You Need to Know](#) (February/March, 2019) and [Land Use Planning: Beyond the Basics](#) (February/March, 2019). Learn more about the training program and register today! Don't forget to check out our bundle and save discounts.

Mark your calendars the 2019 AMO AGM and Annual Conference will be held at the Shaw Convention Centre and Westin Hotel in Ottawa from August 18 to 21, 2019. Guest room bookings at the AMO hotels will open on **Wednesday, January 9th, 2019 at 10:00 am** – details on the booking policy can be [found here](#).

Unfortunately, social media is not always used for good. Municipal staff and elected officials are regularly challenged by angry Facebook groups, harmful posts, and online ranting that often doesn't go away easily. On October 10 AMO hosts a webinar that will help you move away from the emotion of the moment and make wise decisions to respond (or not) in a way that is helpful, not harmful. Drawing from true examples, you'll get practical advice to maintain a positive reputation and come out ahead. [Click here to register today](#).

The [Investment Basics & Beyond](#) workshops are just around the corner. Join members of ONE Investment in Timmins, Exeter or Smiths Falls for a full day session covering the basics of municipal investing and applications of the new Prudent Investor Standard. [Register today](#) or download the [registration form](#).

### **LAS**

The ONE HISA is completely liquid with no fees. With a minimum deposit of \$5,000 you can [capitalize your municipalities' monies](#) in an investment product with a guaranteed return.

Aging can affect one's ability to perform home maintenance tasks. Home warranty companies provide home services that can address several important aspects of safely aging in place. The [LAS Sewer and Water Warranty Service](#) is one such service that can help older adults remain independent in their homes longer.

### **Municipal Wire\***

During every election cycle, the [CNIB Foundation](#) receives requests from municipalities across Ontario asking how they can be more accessible in conducting their election. As a result, CNIB has developed an [Accessible Election Guide for Municipalities](#) with resources to make the voting experience accessible for voters who are blind, partially sighted or deafblind.

Are you currently reporting on community vitality and mobilizing community action? ROI is [looking to work with municipalities](#) that are willing to document and share their successes and failures to a broader audience.

### **Careers**

[Executive Director - Ontario Municipal Social Services Association \(OMSSA\)](#). This is an exciting opportunity for a dynamic, driven and people focused non-profit industry executive to lead the next step and path for a well-established association. All responses should be made to Elisa McFarlane at [emcfarlane@omssa.com](mailto:emcfarlane@omssa.com) by the posting deadline of October 5, 2018.

[Manager of Public Works - Township of Hamilton](#). A complete job description is available on the [Township website](#). Interested applicants are invited to submit a cover letter and resume no later than 12 noon on October 10, 2018 to: Attention: Human Resources, P.O. Box 1060, 8285 Majestic Hills Drive, Cobourg, ON, K9A 4W5; Fax: 905.342.2818; Email: [hr@hamiltontownship.ca](mailto:hr@hamiltontownship.ca).

### **About AMO**

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

### **AMO Contacts**

[AMO Watch File](#), Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

[MEPCO Municipal Employer Pension Centre of Ontario](#)

[Media Inquiries, Tel: 416.729.5425](#)

[Municipal Wire, Career/Employment and Council Resolution Distributions](#)

\*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



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Fort Frances District Office  
922 Scott Street  
Fort Frances, Ontario  
P9A 1J4

Ministry of Natural  
Resources and Forestry

Ministère des Richesses  
naturelles et des Forêts

Tel: (807)274-5337  
Fax: (807)274-4438



September 11<sup>th</sup>, 2018

Dear Crossroute Forest Resource User,

Re: Inspection of the Approved 2018 Slash Pile Burning for the Crossroute Forest

The Ontario **Ministry of Natural Resources and Forestry (MNRF)** invites you to inspect the MNRF-approved prescribed burn plan for slash pile burning that will be carried out in the **Crossroute Forest** (see map).

As part of our ongoing efforts to regenerate and protect Ontario's forests, some recently harvested areas have been selected to be burned under the guidelines of the MNRF's *Prescribed Burn Manual*. The prescribed burn will reduce the area covered in slash piles while increasing the area available for regeneration and reducing the fire hazard. The burn is scheduled for ignition between **October 13, 2018** and **February 15, 2019**

The approved prescribed burn plan for slash pile burning, including specific locations and maps, is available for public inspection by appointment during normal business hours at the office of Resolute FP Canada Inc. and on the Ontario government website at [www.ontario.ca/forestplans](http://www.ontario.ca/forestplans) until **March 31, 2019** when the Annual Work Schedule expires.

Interested and affected persons and organizations can arrange an appointment with MNRF staff to discuss the prescribed burn plan. For more information or to discuss the prescribed burn plan, please contact:

**MNRF Contact**

Philip Cooze or Sam Hawken  
Ministry of Natural Resources  
and Forestry  
922 Scott St.  
Fort Frances, ON P9A 2T4  
807-274-8639 or  
807-274-8603

**MNRF Contact**

Renee Perry  
Ministry of Natural Resources  
and Forestry  
108 Saturn Ave.  
Atikokan, ON P0T 1C0  
807-597-5010

**Company Contact**

John Lawson  
Resolute FP Canada Inc.  
2001 Neebing Ave.  
Thunder Bay, ON  
P7E 6S3  
807-475-2440

Yours truly,

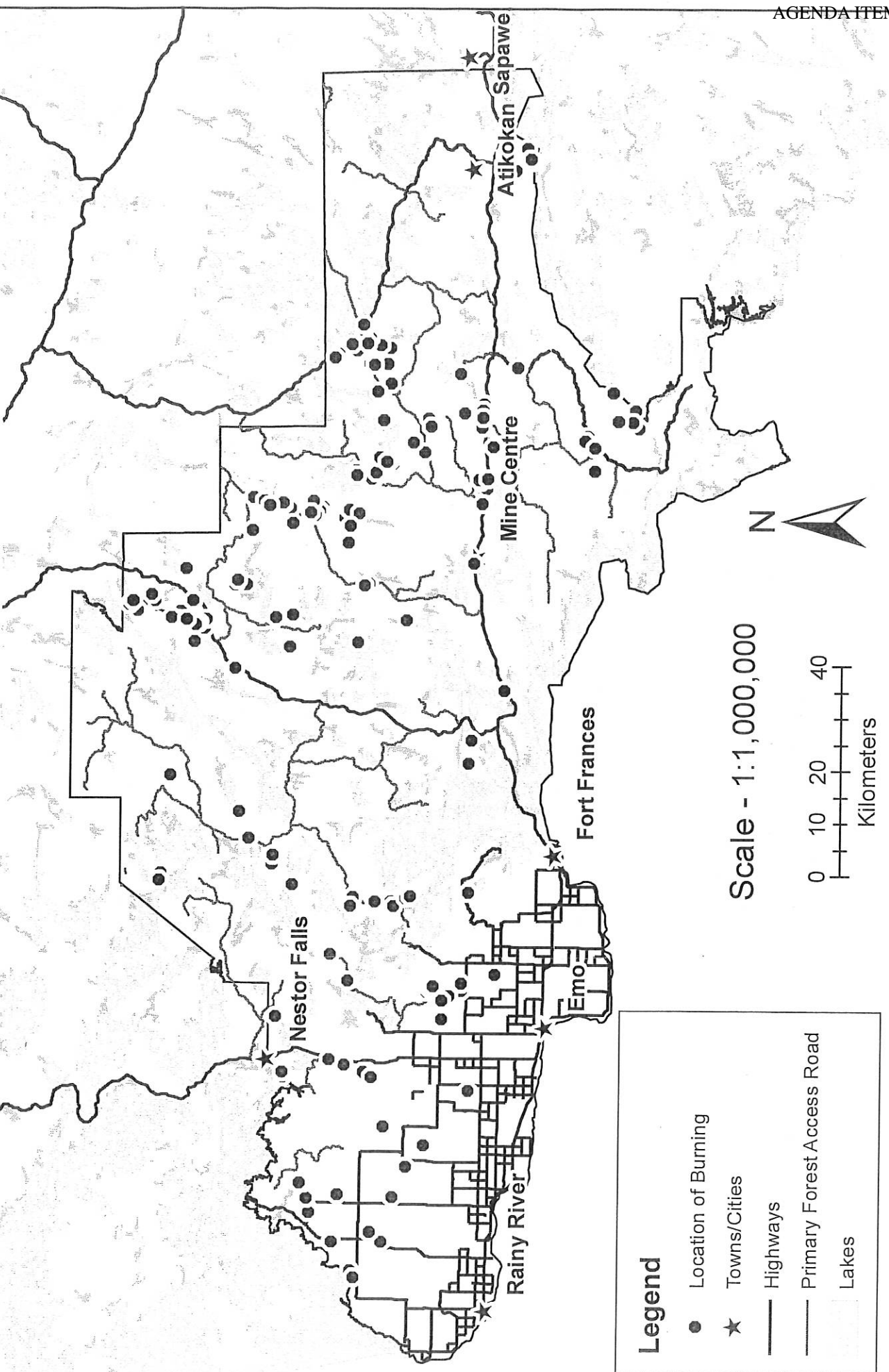
Greg Chapman  
District Manager  
Fort Frances District

Office Hours 8:30 – 4:30 Monday to Friday  
Closed 12:00 – 1:00

*"Your comments regarding our services are welcome at anytime"*



# 2018/2019 Slash Pile Burn Plan for the Crossroute Forest







Atikokan Office  
108 Saturn Ave.  
Fort Frances, Ontario  
P0T1C0

Ministry of Natural  
Resources and Forestry

Ministère des Richesses  
naturelles et des Forêts

Tel: (807)597-5014  
Fax: (807)597-6981

September 14<sup>th</sup>, 2018

Dear Stakeholder,

Re: Slash Pile Burning on the Sapawe Forest

This letter is to inform you that Rainy Lake Tribal Resource Management Inc. will be conducting burning of the residual branches and tree tops that remain after logging operations on the Sapawe Forest.

Slash pile reduction programs have been developed to reduce the area covered in slash piles as a result of full tree logging operations, while increasing the area available for regeneration and reducing the fire hazard.

Prescribed burn operations will follow established Ministry of Natural Resources and Forestry (MNRF) guidelines and standards to ensure that all prescribed burns are conducted in a safe and effective manner. The Ontario Ministry of Natural Resources, Rainy Lake Tribal Resource Management Inc. and its Contractors carefully monitor these operations. The safety of everyone is most important.

Burning is scheduled to take place from October 17, 2018 to February 15, 2019 of each year and continues as weather conditions permit.


Please see enclosed a map showing the general locations of burn areas. Detailed maps are available for viewing at the MNR and Rainy Lake Tribal Resource Management Inc. woodlands office.

For more information on timing of operations please call the Rainy Lake Tribal Resource Management Inc. General Manager:

Gary Both  
General Manager  
Rainy Lake Tribal Resource Management Inc.  
p. 807.274.9877  
e. [gboth@advisoryservices.ca](mailto:gboth@advisoryservices.ca)

Should you have any general inquiries or concerns, please contact Renee Perry at 807-597-5010 at the Ministry of Natural Resources Atikokan Area Office.

Yours truly,

  
Sheldon Haw  
Acting Resources Operations Supervisor  
Atikokan Office  
Fort Frances District

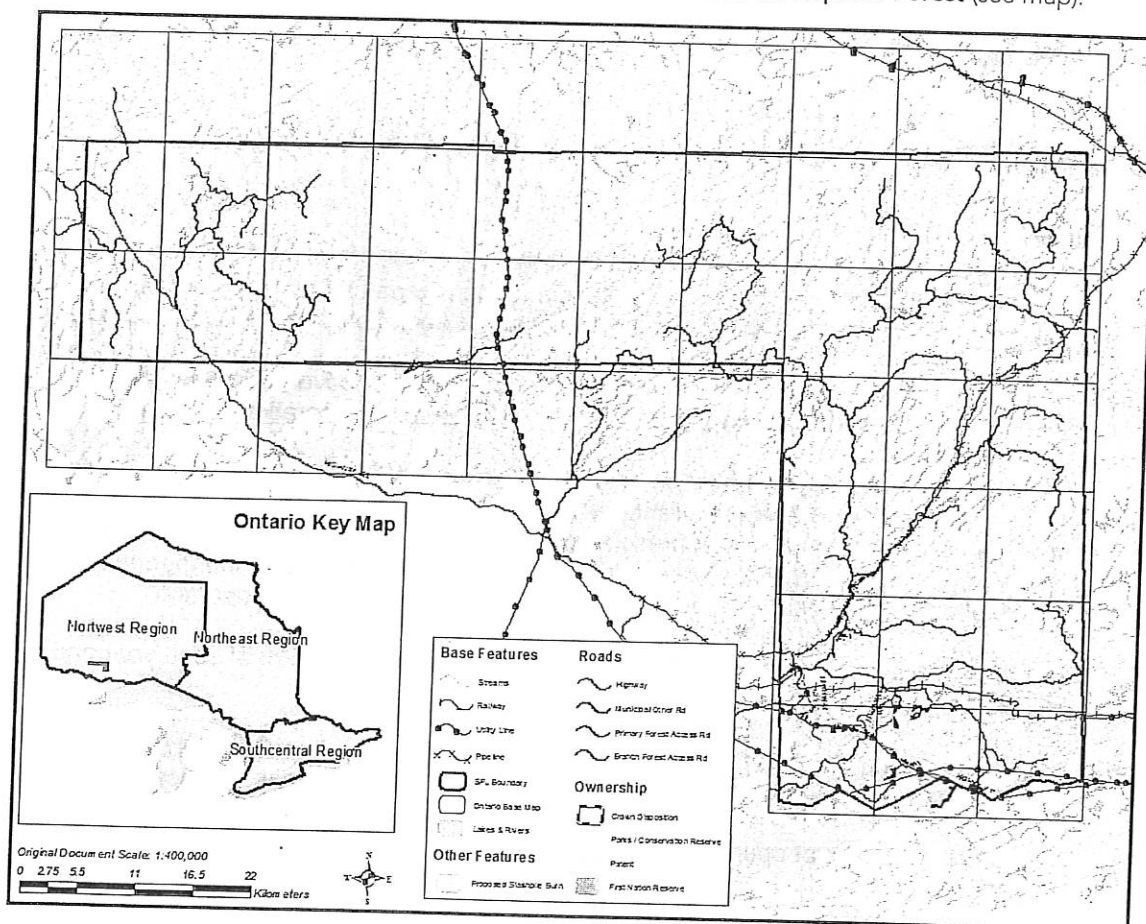
Office Hours 8:30 – 4:30 Monday to Friday  
Closed 12:00 – 1:00

*"Your comments regarding our services are welcome at anytime"*

# INSPECTION

## Inspection of MNRF-Approved Prescribed Burn Plan for Slash Pile Burning - Sapawe Forest

The Ontario Ministry of Natural Resources and Forestry (MNRF) invites you to inspect the MNRF-approved prescribed burn plan for slash pile burning that will be carried out in the **Sapawe Forest** (see map).



As part of our ongoing efforts to regenerate and protect Ontario's forests, some recently harvested areas have been selected to be burned under the guidelines of the MNRF's *Prescribed Burn Manual*. The prescribed burn will reduce the area covered in slash piles while increasing the area available for regeneration and reducing the fire hazard. The burn is scheduled for ignition between **October 17, 2018** and **February 15, 2019**.

The approved prescribed burn plan for slash pile burning, including specific locations and maps, is available for public inspection by appointment during normal business hours at the office of Rainy Lake Tribal Resource Management Inc. and on the Ontario government website at [www.ontario.ca/forestplans](http://www.ontario.ca/forestplans) until **March 31, 2019**, when the Annual Work Schedule expires.

Interested and affected persons and organizations can arrange an appointment with MNRF staff to discuss the prescribed burn plan. For more information or to discuss the prescribed burn plan, please contact:

**Renee Perry**  
Ministry of Natural Resources and Forestry  
108 Saturn Ave.  
Atikokan, ON P0T 1C0  
tel: 807-597-5010

**Gary Both**  
Rainy Lake Tribal Resource Management Inc.  
1455 Idylwild Drive  
Fort Frances, ON P9A 3M3  
tel: 807-274-9877

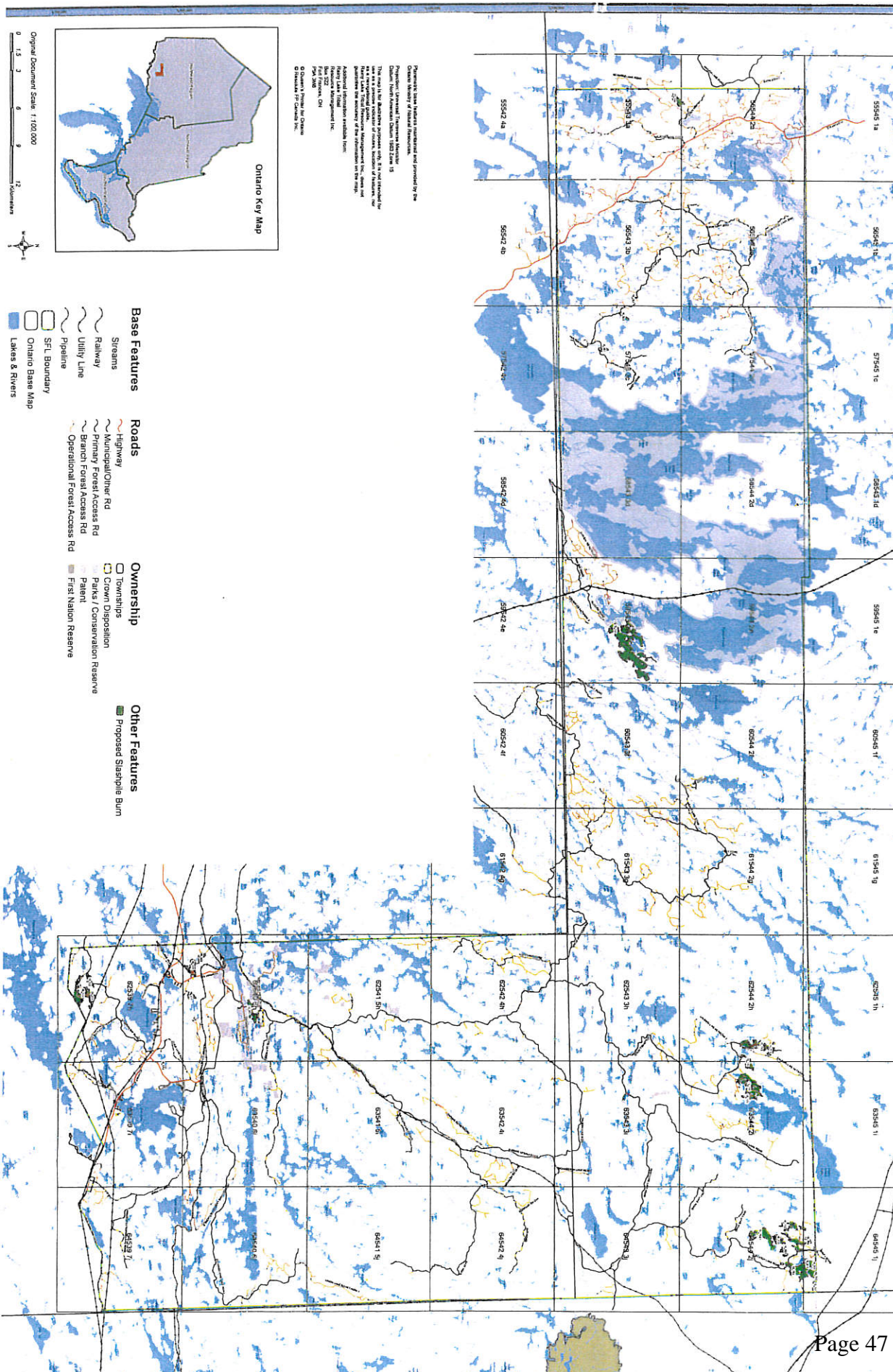
Renseignements en français : Renee Perry au 807 597-5010.



**Rainy Lake Tribal Resource  
Management Inc.  
SAPAWE FOREST**

**2010 - 2020 Forest Management Plan  
2018 - 2019 Annual Work Schedule  
Slashpile Management**

July 12, 2018



**BEN RYZEBOL, Director of Public Works**  
PUBLIC WORKS - TELEPHONE: (519) 941-1065  
FAX: (519) 941-1802  
email: bryzebol@amaranth.ca



**SUSAN M. STONE, C.A.O./Clerk-Treasurer**  
TELEPHONE: (519) 941-1007  
FAX: (519) 941-1802  
email: suestone@amaranth-eastgary.ca

374028 6<sup>TH</sup> LINE, AMARANTH, ONTARIO  
L9W 0M6

August 30, 2018

The Right Honourable Justin P.J. Trudeau  
Prime Minister of Canada  
House of Commons  
Ottawa ON K1A 0A6

Dear Prime Minister Trudeau,

**Re: NAFTA – Dairy Supply Management Program**

At the regular meeting of Council held August 29, 2018, the following resolution was carried:

**Moved by H. Foster – Seconded by C. Gerrits**

**Be it Resolved That:**

WHEREAS it appears that Mexico and the U.S.A have come to an agreement on trade terms and now intense scrutiny is on Canada as our negotiators attempt to come to an agreement as well, and our Dairy Management system is once more front and centre in the news;

WHEREAS supply management means that our Canadian dairy farms produce enough milk for Canadians and Canada allows 10% import of tariff free dairy products and the U.S.A caps tariff free imports at about 2.75%, so the U.S.A also protects their dairy industry;

WHEREAS we want our dairy products to continue to be produced on Canadian farms, under the strictest animal welfare, milk quality and food safety standards in the world;

NOW THEREFORE the Township of Amaranth, as a predominantly farming community, urge the Federal Government to not allow a foreign party to interfere with our Dairy Management System and that it be removed from all North American Free Trade Agreement (NAFTA) negotiations;

**BEN RYZEBOL, Director of Public Works**  
PUBLIC WORKS - TELEPHONE: (519) 941-1065  
FAX: (519) 941-1802  
email: bryzebol@amaranth.ca



**SUSAN M. STONE, C.A.O./Clerk-Treasurer**  
TELEPHONE: (519) 941-1007  
FAX: (519) 941-1802  
email: suestone@amaranth-eastgary.ca

374028 6<sup>TH</sup> LINE, AMARANTH, ONTARIO  
L9W 0M6

AND FURTHER THAT this resolution be sent to the Prime Minister, Dufferin-Caledon, MP and MPP, the Association of Municipalities of Ontario, Minister of International Affairs, Premier of Ontario, Ontario Ministry of Agriculture Food and Rural Affairs, Dufferin Federation of Agriculture, Ontario Federation Agriculture and all municipal councils within Ontario.

Should you require anything further please do not hesitate to contact this office.

Yours truly,

Susan M. Stone, A.M.C.T.  
CAO/Clerk-Treasurer  
Township of Amaranth

SMS/ch





# CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Trevor Bougie

RESOLUTION NO 255-18

SECONDED BY Frank Prevost

DATE September 4, 2018

WHEREAS Paramedic Services in Ontario are not considered an Essential Service like Fire and Police services;

AND WHEREAS Paramedic Services across Ontario operate under The Ambulance Services Collective Bargaining Act, 2001, allowing a reduction in paramedic services to 75% (The Essential Services Act).

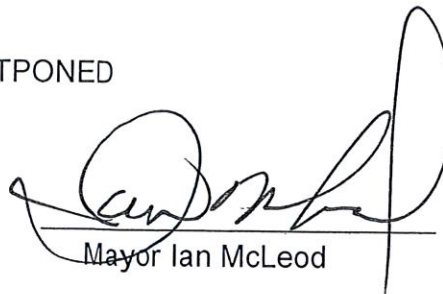
THEREFORE, BE IT RESOLVED THAT the Township of South Glengarry petition the Province of Ontario to list Paramedic Services as a full Essential Service;

AND FURTHERMORE, that this resolution be forwarded to Premier Doug Ford, local MPP Jim McDonnell, the Ministry of Labour, the Association of Municipalities Ontario and all Ontario municipalities.

☒ CARRIED

☐ DEFEATED

☐ POSTPONED

  
Mayor Ian McLeod

Recorded Vote:	Yes	No
Mayor McLeod	___	___
Deputy Mayor Prevost	___	___
Councillor McKenzie	___	___
Councillor Bougie	___	___
Councillor Warden	___	___

**CERTIFIED A TRUE COPY**

  
Kelli Campeau, Clerk

2018-09-06  
Date



# Public Health COMMUNIQUE

September 11, 2018

## OPPORTUNITY

### Health Protection updates that will affect municipalities

**Please note the following important update regarding the Smoke-Free Ontario Act:**

The changes to the Smoke Free Ontario Act, 2017 that were set to come into effect on July 1, 2018 have been paused to give the new government the opportunity to carefully review the new regulations related to vaping. The current provisions in the Smoke Free Ontario Act and the Electronic Cigarettes Act remain in effect and will continue to be enforced.

*Smoke-Free Ontario Act (SFOA)*

Smoking is prohibited in public areas including:

- 20 meters around municipal sports fields and playgrounds
- Enclosed workplaces (including vehicles)

*E-Cigarette Act (ECA)*

It is illegal to sell or supply electronic cigarettes (e-cigarettes) and component parts (e.g. battery, atomizer) to anyone under 19 years of age.

**Impact of update:**

- Current signage for the SFOA can continue to be used
- Municipalities can consider by-laws to further protect community members from second-hand smoke and vapour

Contact the Northwestern Health Unit office for information on by-law development around smoke/ vape free spaces.

**Resources:** (links)

For more information, please visit:

[Smoke Free Ontario Act](#)  
[Electronic Cigarette Act](#)

**Contact:**

Nancy Kovall, Tobacco Enforcement Officer  
807 468-3147 ext. 301230  
Email: [nkovall@nwhu.on.ca](mailto:nkovall@nwhu.on.ca)



**Northwestern  
Health Unit**

[www.nwhu.on.ca](http://www.nwhu.on.ca)

**Ontario has announced the Cannabis Retail Model**

The province recently announced that starting on October 17, consumers 19 and older will be able to purchase cannabis via an online retail platform provided by the Ontario Cannabis Store; this will be followed by a private retail model in April 2019.

The government will begin discussions with municipalities, Indigenous communities, law enforcement, public health advocates, businesses and consumer groups and representatives of the other provinces with private retail to ensure that Ontario's private retail model remains safe while helping to eliminate the illegal market.

Municipalities will be provided with a one-time window under which they can choose to opt-out of permitting physical cannabis retail stores within their boundaries. The provincial government will also provide \$40 million to municipalities over two years to help local governments keep their communities safe.

**Impact of update:**

- Municipalities can consider opting-out of permitting physical cannabis retail stores within their boundaries

Contact the Northwestern Health Unit office for information on cannabis retail and by-law development.

**Resources:** (links)

For more information, please visit:

[Cannabis Legalization](#)

**Contact:**

Stephanie Charles, Health Promoter

807 468-3147 ext.301250

Email: [scharles@nwhu.on.ca](mailto:scharles@nwhu.on.ca)



**Northwestern  
Health Unit**

[www.nwhu.on.ca](http://www.nwhu.on.ca)





**Northwestern  
Health Unit**

[www.nwhu.on.ca](http://www.nwhu.on.ca)

210 First Street North  
Kenora, ON P9N 2K4

September 11, 2018

Sent via email: [SMamakwa-QP@ndp.on.ca](mailto:SMamakwa-QP@ndp.on.ca)

Sol Mamakwa  
Member of Provincial Parliament  
Unit 104  
73 King Street, P.O. BOX 176  
Sioux Lookout, ON P8T 1A1

Dear Mr. Mamakwa,

**RE: Pause in Implementation of the Smoke-Free Ontario Act, 2017**

The Board of Health for Northwestern Health Unit is joining other local public health agencies across the province in voicing our concern with the decision to delay implementation of the progressive *Smoke-Free Ontario Act, 2017 (SFOA 2017)*. We are urging that this decision be reconsidered immediately.

Tobacco remains the leading cause of preventable disease and death in Ontario, despite the decrease in smoking rates. This is of major concern in the Northwestern region, where the current smoking rate is 24%, which is higher than the provincial rate. This concern is amplified by the lack of accessible and available health care services in our large geographic area. These issues highlight a need for the health-protecting measures put forward in the SFOA 2017 legislation.

The proposed measures in the SFOA 2017 are in line with the modernized *Smoke-Free Ontario Strategy*. The SFOA 2017 will also take important steps toward reaching the federal goal of reducing the smoking rate to 5% by the year 2035. The Board of Health recognizes that a comprehensive strategy includes a regulatory framework that aligns vaping restrictions with those put in place on tobacco. Furthermore, a public health approach should be taken under the *Smoke-Free Ontario Act, 2017* to protect the public from the harmful health effects of cannabis as a result of its legalization. By delaying the implementation of the SFOA 2017, the provincial government unintentionally promotes the exposure of harmful products to the public. This thereby fails to protect Ontarians from the harms of second-hand smoke and vapour in public spaces.

The Northwestern Health Unit looks forward to working with the Ontario government to further protect Ontarians from the effects of tobacco, cannabis, and vapour. We urge the government to reconsider implementing the *Smoke-Free Ontario Act, 2017* as planned and without delay so that residents of Northern Ontario and Ontarians as a whole are able to live, learn, work, and play in the healthiest environment possible.

Sincerely,

Paul Ryan, Chair  
NWHU Board of Health



**Northwestern  
Health Unit**

[www.nwhu.on.ca](http://www.nwhu.on.ca)

210 First Street North  
Kenora, ON P9N 2K4

September 11, 2018

Sent via email: [greg.rickford@pc.ola.org](mailto:greg.rickford@pc.ola.org)

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: Pause in Implementation of the Smoke-Free Ontario Act, 2017**

The Board of Health for Northwestern Health Unit is joining other local public health agencies across the province in voicing our concern with the decision to delay implementation of the progressive *Smoke-Free Ontario Act, 2017 (SFOA 2017)*. We are urging that this decision be reconsidered immediately.

Tobacco remains the leading cause of preventable disease and death in Ontario, despite the decrease in smoking rates. This is of major concern in the Northwestern region, where the current smoking rate is 24%, which is higher than the provincial rate. This concern is amplified by the lack of accessible and available health care services in our large geographic area. These issues highlight a need for the health-protecting measures put forward in the SFOA 2017 legislation.

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Sincerely,

Paul Ryan, Chair  
NWHU Board of Health

**Ministry of  
Community Safety and  
Correctional Services**

Office of the  
Fire Marshal and  
Emergency Management

25 Morton Shulman Avenue  
Toronto ON M3M 0B1  
Tel: 647-329-1100  
Fax: 647-329-1143

**Ministère de la  
Sécurité communautaire et  
des Services correctionnels**

Bureau du  
commissaire des incendies et  
de la gestion des situations d'urgence

25, avenue Morton Shulman  
Toronto ON M3M 0B1  
Tél. : 647-329-1100  
Télééc. : 647-329-1143



August 29, 2018

Your Worship Roy Avis  
Town of Fort Frances  
320 Portage Ave.  
Fort Frances, ON P9A 3P9

Dear Mayor Avis:

It is the responsibility of municipalities to ensure they are in compliance with the Emergency Management and Civil Protection Act (EMCPA).

The Office of the Fire Marshal and Emergency Management (OFMEM) has reviewed the documentation submitted by your Community Emergency Management Coordinator (CEMC) and has determined that your municipality was compliant with the EMCPA in 2017.

The safety of your citizens is important, and one way to ensure that safety is to ensure that your municipality is prepared in case of an emergency. You are to be congratulated on your municipality's efforts in achieving compliance in 2017.

I look forward to continuing to work with you to ensure your continued compliance in 2018.

If you have any questions or concerns about the compliance monitoring process, please contact your Emergency Management Field Officer.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jon Pegg", with a long horizontal flourish extending to the right.

Jon Pegg  
Chief of Emergency Management

cc: Tyler Moffitt - CEMC  
Sharon Bak - Field Officer - Amethyst Sector



Northwest Community Legal Clinic  
 206 Scott Street  
 Fort Frances, ON P9A 1G7  
 Telephone: (807) 274-5327  
 Facsimile: (807) 274-3141

September 18, 2018

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

Greetings,



I am writing to you on behalf of a collective of agencies that service the Rainy River district's most vulnerable population: individuals and families experiencing homelessness. A committee dedicated to finding solutions to homelessness in our district has been working toward strengthening social supports as well as looking for immediate and preventative solutions.

Is homelessness in Fort Frances?

In short, yes. The results of the 2018 Homeless Enumeration tell us that this April, there were 82 homeless individuals living in our community and 111 living in the Rainy River District in total. This summer, our community has seen homelessness move from a largely hidden issue to a more visible one.

What can be done about it?

We challenge you to join us for "The Longest Night of the Year." We want you to be one of 82 community members, leaders and business owners to be part of this event, which will take place overnight on the 200 block of Scott St. sidewalk (near the Northwest Community Legal Clinic) on October 12<sup>th</sup> from 9pm-6am.

More than just an awareness event, we will be fundraising to make a shelter in our community a reality. Our committee has secured a space for a temporary shelter, but it is in need of some modifications to accommodate a shelter and staff to oversee shelter occupants. Those in attendance will have the opportunity to assist in fundraising efforts by asking their network to pledge them.

For you, spending the night on Scott Street might be the "Longest Night of the Year," but for 82 people in Fort Frances, this is just one of 365.

To confirm your attendance or for more information, please call (807) 274-5327 ext. 29 or email me at [noblet@lao.on.ca](mailto:noblet@lao.on.ca).

I look forward to hearing from you!

Sincerely,

Tammy Noble, Community Legal Worker

*on behalf of the homelessness committee which includes representatives from:*

- |  |                                       |
|--|---------------------------------------|
| • RRDSSAB                                    | • Metis Nation of Ontario             |
| • Fort Frances Jail                          | • Northwestern Health Unit            |
| • Community Living                           | • Northwest Community Legal Clinic    |
| • NCDS                                       | • Salvation Army                      |
| • Rainy River District Victim Services       | • Probation and Parole                |
| • United Native Friendship Centre            | • Riverside Health Care Facilities    |
| • Canadian Mental Health Association         | • Women's Shelter of Hope             |
| • Kenora-Rainy River Child & Family Services | • Representatives from local churches |

TOWN OF FORT FRANCESMINUTESSESSION NO. #010August 8, 2018

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on August 8, 2018 from 8:30 a.m. to 9:20 a.m.

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

ALSO PRESENT: Mayor Roy Avis

**1. Call to Order**

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

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

2.1 None

**3. Approval of Previous Committee Minutes**

3.1 Approval of the July 4, 2018 Meeting Minutes - the minutes were approved as amended.

**4. Non-agenda Items**

4.1 Temporary Land Use Agreement - the administration report was approved as recommended.

**5. Items Referred from Council**

5.1 None

**6. New Business**

6.1 Emergency Un-Budgeted Capital Repair of the Airport Tractor - recommend to complete the work and pay by Reserves during year end audit.

6.2 Fourth License Extension - CBRE Lease of Airport Maintenance Garage bay - the administration report was approved as recommended.

6.3 Water Treatment Plant June 2018 Monthly Report - the administration report was

received as presented.

## **7. Outstanding Items**

7.1 None

## **8. Information**

- 8.1 Waste Water Treatment Plant June 2018 Monthly Report - the report was reviewed and will be forwarded to Council as information only. No action required.
- 8.2 Airport Landings and Fuel Sales to June 30, 2018 - the statistics were reviewed and will be forwarded to Council as information only. No action required.
- 8.3 Operations & Facilities - Public Works Area Operations Statistics - January 2018 - the Operations Statistics were reviewed for January 2018 and will be forwarded to Council as information only. No action required.
- 8.4 Operations & Facilities -Public Works Area Operations Statistics - February 2018 - the Operations Statistics were reviewed for February 2018 and will be forwarded to Council as information only. No action required.
- 8.5 Town of Fort Frances Operations Statistics - March 2018 - the Operations Statistics were reviewed for March 2018 and will be forwarded to Council as information only. No action required.
- 8.6 Town of Fort Frances Operations Statistics - April 2018 - the Operations Statistics for April 2018 were reviewed and will be forwarded to Council as information only. No action required.
- 8.7 Town of Fort Frances Operations Statistics - May 2018 - the Operations Statistics for May 2018 were reviewed and will be forwarded to Council as information only. No action required.

## **9. Adjourn / Next Meeting Date**

The meeting adjourned at 9:20 a.m.

---

Executive Committee Chair

---

T. Rob, Manager of Operations & Facilities



TOWN OF FORT FRANCESMINUTESSESSION NO. # 75September 4, 2018

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on September 4, 2018 from 12:06 p.m. to 12:56 p.m.

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

ALSO PRESENT: D. Brown, CAO, L. Lindberg, Treasurer, D. Galusha, Deputy Treasurer, J. Forbes, Human Resources Coordinator (12:06 p.m. to 12:21 p.m.), T. Moffitt, Fire Chief/CEMC (12:06 p.m. to 12:17 p.m.) and K. Lawson, Secretary

REGRETS:**1. Call to Order 12:06 p.m.****2. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.****3. Disclosure of pecuniary interest and the general nature thereof**

3.1 Councillor Wendy Brunetta disclosed an interest in agenda item 7.6 as the AMO Conference Travel and Per Diem Claims were hers. She did not participate in any discussion when the matter was discussed.

3.2 Councillor Ken Perry disclosed an interest in agenda item 7.7 as the AMO Conference Travel and Per Diem Claims were his. He turned the chair over to Councillor G.P. Ryan and did not participate in any discussion when the matter was discussed.

3.3 Mayor Roy Avis disclosed an interest in agenda item 7.8 as the AMO Conference Travel and Per Diem Claims were is. He did not participate in any discussion when the matter was discussed.

**4. Approval of Previous Committee Minutes**

4.1 Session No. 74 dated August 7, 2018.

Brunetta-Ryan: Approved as presented.

CARRIED

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



## 6. Items Referred from Council

- 6.1 Riverside Foundation for Health Care Fundraising Gala Event.  
- committee recommended approval of a "Mild Sponsorship" in the amount of \$600.00 for the Riverside Foundation for Health Care "Fiesta" Annual Fall Gala event taking place on October 20th, 2018.
- 6.2 Royal Canadian Legion Community Safety Net Partnership.  
- committee recommended receiving the financial partnership opportunity request from the Royal Canadian Legion Branch 20 for the Community Safety Net for their drug safety initiative and that no further action be taken at this time.

## 7. New Business

- 7.1 Policy Update - Student Employment.  
- committee recommended approval of the report as presented.
- 7.2 Policy Update - Workplace Incident Reporting.  
- committee recommended approval of the report as presented.
- 7.3 Northwestern Ontario Sports Hall of Fame Advertising Request.  
- committee recommended authorizing a 1/2 page advertisement to congratulate Scott Fawcett in the Northwestern Ontario Sports Hall of Fame and Museum's 37th Annual Induction Dinner Souvenir Program in the amount of \$250.00 plus hst.
- 7.4 Doug Brown, CAO - AMO Travel Expense Claim.  
- committee recommended approval of the Travel Expense Claim in the total amount of \$277.00 as submitted by Doug Brown, CAO for his attendance at the AMO Conference in Ottawa from August 19th to 22nd, 2018.
- 7.5 Request for Reconsideration MOS re: 333 Third Street West (2018).  
- committee recommended processing of Minutes of Settlement (MOS) for property located at 333 Third Street West as received.
- 7.6 Councillor Wendy Brunetta - AMO Conference Travel & Per Diem Claims.  
- committee recommended approval of the Travel Expense and Per Diem Claims in the total amount of \$1,914.32 as submitted by Councillor Wendy Brunetta for her attendance at the AMO Conference in Ottawa from August 19th to 22nd, 2018.
- 7.7 Councillor Ken Perry - AMO Conference Travel & Per Diem Claims.  
- L. Lindberg, Treasurer provided a revised report. Committee recommended approval of the Travel Expense and Per Diem Claims in the total amount of \$2,209.15 as submitted by Councillor Ken Perry for his attendance at the AMO Conference in Ottawa from August 19th to 22nd, 2018.

- 7.8 Mayor Roy Avis - AMO Conference Travel & Per Diem Claims.  
 - committee recommended approval of the Travel Expense and Per Diem Claims in the total amount of \$1,001.05 as submitted by Mayor Roy Avis for his attendance at the AMO Conference in Ottawa from August 19th to 22nd, 2018.

## **8. Non-agenda Items**

- 8.1 One Fund Investment.  
 L. Lindberg, Treasurer gave provided an overview of the report materials. Committee recommended.

## **9. Outstanding Items**

- 9.1 Fire Protection Agreements - Nanicost Corporation Ltd. and Rusty Myers Flying Service.  
 - committee recommended approval of the report as presented which authorizes utilizing the updated Fire Protection Fees, the new protocols and fee structure as laid out in the report, and further that Mayor and Clerk be authorized to execute an Updated Fire Protection Agreement with Nanicost Corporation Ltd. & Rusty Myers Flying Service.

## **10. Information**

- 10.1 Fort Frances Fire & Rescue Service - July 2018 Report.  
 - received as information.

## **11. Adjourn - 12:56 p.m. / Next Meeting Date - September 18, 2018 (8:30 a.m.)**

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Executive Committee Chair

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D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #46September 4, 2018

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on September 4, 2018 from 8:00 a.m. to 8:18 a.m.

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

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

1. **Call to Order - 0800am**  
Session #46
2. **Disclosure of pecuniary interest and the general nature thereof**  
None.
3. **Approval of Previous Committee Minutes**
  - 3.1 Approval of July 3rd, 2018 meeting minutes.  
- Approved as presented.
4. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**  
None.
5. **In-Camera**  
None.
6. **Items Referred from Council**
  - 6.1 Request Letter - Mr. T. Ross - Construct a 10 Foot Fence.  
- This item was discussed and an overview of the ongoing issues and fence by-law regulations was provided to the Committee. The Planning & Development Executive Committee is recommending that Council approve a 9' over height fence in the rear yard only for this property, as it complies within the current regulations of the by-law.
  - 6.2 OSPCA Request Letter - Animals in Vehicles By-Law.  
After a discussion was had on this item. The Planning & Development Executive Committee is recommending to approve the report as presented.
7. **New Business**
  - 7.1 Traffic By-Law 21/14 - Amendment G.  
- An overview of this item was provided to the Committee and the report was approved as presented.
8. **Outstanding Items**  
None.
9. **Information**
  - 9.1 Police Service Board - Township of Baldwin Support Letter.  
- An update on this item was provided to the Committee. No further action will be taken.
10. **Non-agenda Items**  
None.

11. **Adjourn / Next Meeting Date - 0818am**  
Monday September 17th, 2018.

  
Executive Committee Chair

  
Secretary, Planning & Development Executive  
Committee