

TOWN OF FORT FRANCES

AGENDA - November 13, 2018

MEETING - Council Chambers , Civic Centre

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1. COUNCIL MEETING

(Session No. 095) 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:

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Request dated October 19, 2018 from Royal Canadian Legion - Fort Frances Branch 29, Manitoba and Northwestern Ontario Command re: Proclaiming October 29th to November 11th as "Poppy Week" in the Town of Fort Frances.

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- requester will be advised of Council's proclamation (for housekeeping purposes).

3.3 Letter received October 11, 2018 from Terry Ross re: Fencing Issues.
- will be referred to Planning and Development Executive Committee for recommendation.

6

3.4 Request dated November 1, 2018 from D. Kroocmo, Executive Director - Rainy River District Women's Shelter of Hope re: Letter of Support.

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

3.5 Letter dated November 1, 2018 from J. Crichton, Board Chair, Community Living Fort Frances and District re: Accessibility Ramp for Community Living - 338-342 Scott Street.

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

3.6 Request dated November 3, 2018 from Sunset Country Metis

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Community re: Proclaiming Friday, November 16, 2018 as Louis Riel Day in the Town of Fort Frances.	
- requester will be advised of Council's proclamation.	
3.7 Request dated November 6, 2018 from J. Stephenson, FORM Architecture requesting amendment to Site Plan Control agreement	11 - 12
- will be referred to the Planning and Development Executive Committee for recommendation.	
4. <u>Approval of Council Minutes: *</u>	
4.1 Session No. 94 dated October 9, 2018*.	
5. <u>Approval of Committee of the Whole Minutes: *</u>	
5.1 Session No. 136 dated October 9, 2018*.	
6. <u>Resolutions from tonight's Committee meeting</u>	
7. <u>By-Laws:</u>	
7.1 By-law 21/14-H being a by-law to amend by-law 21/14, being a by-law for the regulation of traffic on the highways and regulating the use of highways by pedestrians or vehicles within the Municipality.	13
7.2 By-law 54/18 being a by-law to establish a municipal accommodation tax.	14 - 16
7.3 By-law 55/18 being a by-law to approve an agreement with Ed Kaun & Sons Ltd. awarded through a tender process.	17 - 24
7.4 By-law 56/18 being a by-law to approve a contract with Toromont CAT for the purchase of a Heavy Duty Tandem Drive Articulated Grader awarded through the tender process.	25 - 29
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9.3 Correspondence dated October, 2018 from the Ministry of Tourism, Culture and Sport re: Nominations for the Ontario Medal for Good Citizenship.	54
9.4 Association of Municipalities of Ontario (AMO) Watch File dated October 11th, October 25th and November 8th, 2018.	55 - 60
9.5 Association of Municipalities of Ontario (AMO) Communications dated October 11th re: AMO Recommendations: Bill 36 Ontario Cannabis Statute Law Amendment Acts, 2018 and October 31, 2018 re: Members' Update: While You Were Busy.	61 - 65
9.6 Letter of appreciation dated October 16, 2018 from Association des francophones du Nord-Ouest de l'Ontario re: Council's acknowledgement of Franco-Ontarian Day in the Town of Fort Frances.	66
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11. <u>Non-agenda Items</u>	
12. <u>ADJOURNMENT</u>	
13. <u>* Previously distributed to Council</u>	
14. <u>** Items can be viewed by contacting the Clerk</u>	



FORT FRANCES BRANCH 29, MANITOBA AND NORTHWESTERN
ONTARIO COMMAND
The Royal Canadian Legion
250 Church Street
Fort Frances, ON P9A 1C8

Office Phone 807-274-0129 Lounge Phone 807-274-5462
Kitchen Phone 807-274-3772 Fax # 807-274-6740
e-mail: rcl29mbnwo@gmail.com

Comrade Ray Watson
PRESIDENT

Veronica Davis
OFFICE MANAGER

October 19, 2018

Town of Fort Frances
320 Portage Ave.
Fort Frances, ON
P9A 3P9

ATTN: Lisa Slomke

Dear Ms. Slomke:

Re: Proclamation Request

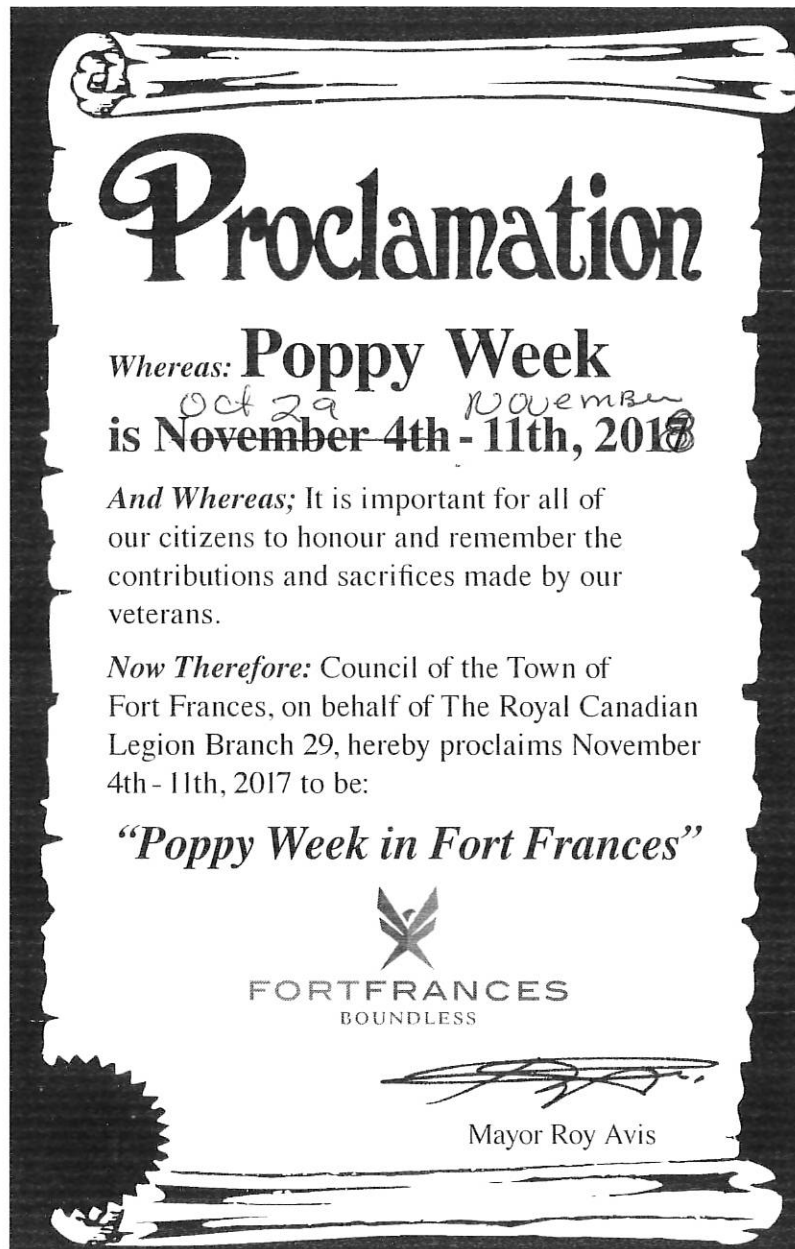
I am writing on behalf of the Fort Frances Royal Canadian Legion in regard to Poppy Week. As November 11th approaches, we at the Legion begin our preparation of poppy sales and Cenotaph activities.

In honor of our Veterans, October 29 - November 11th has been designated "Poppy Weeks" and we are hoping the Town will make a proclamation in the paper as well as a flying the Poppy flag at the town hall and a photoshoot to make it public.

Please contact me at the above number or by e-mail if you have any questions. Thank you in advance for your consideration.

Sincerely,

Cde. Ray Watson
President Branch 29



To Whom it may concern,

My name is Terry Ross and I am asking town by-law officer Patrick Briere to read my letter to you on my behalf ~~can~~ concerning the fence I want to build on my property bordering 2 rental houses, one tenant of which has been recently charged with harassment and has a no communication bond ordered against her from the crown toward myself for her to leave me alone.

I want to bring to attention that there are numerous fences around town that exceed town by-law already and that I am not looking to change by-law rules on my behalf but to make an exception due to the circumstances surrounding my property and to make the decision before unnecessarily changing the by-law.

The fence will be built by my contractor and Tyson Dennis advising specifications not to create issues due to shoddy workmanship. A 6' fence would be useless in this case because the neighbour's step is 3' high looking into my back yard and the kitchen window looking directly into mine at 6'6" as well as my dog can jump 6' fence. I have been in contact with the homeowner and I believe she is in the process of eviction but that is not an issue to me as the property is still rental and have had trouble in the past (not as great as this one) with previous tenants that I wish ~~not~~ to deal with in the future.



Thank you for your consideration

Terry Ross

From: [Doug Brown](#)
To: [Kathy Lawson](#); [Roy Avis](#); [June Caul](#); [Lisa Slomke](#)
Subject: FW: Letter of Support
Date: Thursday, November 1, 2018 1:16:06 PM

Hi All, the request for financial support is something that the entire Council should probably weigh-in on. Thus this email will be referred to Council. Doug

From: Donna <dkroocmo@shaw.ca>
Sent: Thursday, November 01, 2018 12:52 PM
To: Doug Brown <dbrown@fortfrances.ca>
Subject: Letter of Support

Hello:

We are applying for a grant from CMHC to establish a permanent presence in Fort Frances, and are in need of a letter of support from the Municipality for this initiative. I have spoken with the current Mayor and she is supportive. If the letter could be addressed to Canada Mortgage and Housing Corporation, emailed to me at this address, and simply state that the Municipality is in support of the Rainy River District Women's Shelter of Hope's application for funding through the "National Housing Co-Investment Fund". Ideally, it should also state that the Township is prepared to support it in some way, such as reducing or eliminating property taxes since we are a registered charity, or providing reduced fees on the water bill, etc. The financial support does not have to be anything other than showing that you are more than verbally supportive of this endeavour. We have to create a minimum of five (5) new beds and we may be looking at a women's resource centre, combined with some transitional housing apartment units, and a few emergency shelter beds for abused women. The exact plan has not been created as we haven't found the building yet, and aren't sure how it can be best utilized. If you need any further information, do not hesitate to contact me at your convenience. Thank you in advance for considering this request.

Sincerely,

Donna Kroocmo, Executive Director
 Rainy River District Women's Shelter of Hope
 807-597-2868 x 1

Sent from [Mail](#) for Windows 10

November 1, 2018

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

RE: ACCESSIBILITY RAMP FOR COMMUNITY LIVING, 338-342 SCOTT STREET

Dear Mayor and Council:

We, the Board of Directors for Community Living Fort Frances and District (CLFFD) write today in reference to your letter dated July 10, 2018 stating the contract price from Tender No. 18-OF-09 from Makinga Contracting and Equipment Rentals, for the design, removal and replacement of the existing accessibility ramp fronting 338-342 Scott Street.

The contract price of \$22, 524.20 includes all works, less unistone surface of the ramp.

Community Living paid the Town of Fort Frances to construct this accessibility ramp in 1991 for a price of \$10,450. We understand that the ramp was in disrepair but it was also fully functional. We also refer to a letter dated May 8, 1991 from the Town to CLFFD where we were "assured that the materials and workmanship will be of the highest quality and procured at the most reasonable cost to the Association for Community Living". That price included the brushed aluminum railing.

The Town's decision to once again beautify the downtown area should not monetarily impact our organization to such a great extent.

The ramp is +/- 17m in length, the current contract price for hand laid concrete curb, and gutter, for the same contractor working on various projects within the town in the 2018 construction season is \$215/m. We understand that the hand formed retaining wall for the

Mission Statement

To ensure that all people live in a state of dignity, sharing & participating in all elements of living in the community.

Administration Office	24 Hour Care Supports	Community Support Services	Employment Supports	Good Impressions	Transitional Services
340 Scott Street Fort Frances, ON P9A 3M5	145 Hudson Drive Fort Frances, ON P9A 3P7 807-274-2427 807-274-9678	336 Scott Street Fort Frances, ON P9A 1G9 807-274-5703	340 Scott Street Fort Frances, ON P9A 1G9 807-274-8727	342 Scott Street Fort Frances, ON P9A 1G9 807-274-3233 giprint@jam21.net	525 Mowat Avenue Fort Frances, ON P9A 1Z1 807-274-5556

ramp is different than regular curb and gutter as it likely has a footing and higher curb to form the wall. CLFFD also chose to reuse the existing railing to save on costs. The original cost of this railing was \$4200.

We are not quite sure why there was a need for design as the ramp as the ramp was a basic replacement. We have also not seen a complete drawing/design and detailed estimate to justify this price, only a letter stating a final cost.

If the new retaining wall was triple in size of a regular curb and gutter as in the amount of concrete, rebar and man hours the costs would be in the neighborhood of \$11,000 +tax. If a total transparent and complete cost estimated was provided with drawings, we would be able to understand the amount being passed on to CLFFD.

As you know, Community Living Fort Frances and District is a Non Profit organization with a fixed budget, with very little room for unnecessary expenses.

We would appreciate if the Town of Fort Frances would consider adjusting the amount that CLFFD will have to pay to keep more in line with and reflect the current contract tender prices for 2018.

We look forward to hearing from you.

A handwritten signature in black ink, appearing to read 'Julie M. Crichton', with a large, stylized flourish at the end.

Julie M. Crichton

Board Chair, Community Living Fort Frances and District.



November 3, 2018

Dear Mayor and Council,

The Sunset Country Métis Community Council would like to request that **Friday, November 16th, 2018** be declared **Louis Riel Day** in our community.

Louis Riel was the great Métis leader executed by the Canadian government on November 16th, 1885 for leading the Northwest Resistance in defense of Métis rights and the Métis way-of-life. Our community celebrates Louis Riel Day every year to recognize the many contributions of the Métis to Canada and to highlight the continuing struggles that Métis continue to face.

We hope to raise the Métis flag on Friday, November 16th at 11:30 am with the presence of local citizens, Sunset Country Métis Council Members, Mayor Avis and/or members of Fort Frances Town Council – followed by a light meal and refreshments at our Sunset Country Métis Hall.

Please feel free to contact me to make the necessary arrangements. Sunset Country Métis Council can provide a flag for the ceremony.

I will be in touch with local media once details have been confirmed.

Thank you so much for your time and continued support.

Sincerely,

Sarah Marusyk

Women's Representative, Sunset Country Métis Community Council
(807) 276-4481
sarahmarusyk@gmail.com

November 6, 2018

Town of Fort Frances
320 Portage Avenue
Thunder Bay, ON P7A 3P9

Attn: Tyson Dennis, Chief Building Officer e. tdennis@fortfrances.ca

**RE: RAINY RIVER DSSAB EIGHT PLEX APARTMENT BUILDING
BUILDING PERMIT No. 2017-025
REQUEST FOR AMENDMENT TO THE SITE PLAN AGREEMENT
Project No. 2016042**

Dear Mr. Dennis,

We are writing to request for an amendment to the site plan control agreement for the above noted project to reduce the fence height requirement as agreed to from 1800mm to 1500mm to be consistent with the zoning bylaw requirements for a buffer fence between the subject property and adjacent single-family residential property.

The original site plan agreement indicated an 1800mm fence height despite the bylaw permitting a lower fence height. The higher height was not a design requirement of the municipality or of the building owner at the time the original SPA submission was prepared and that it was in excess of the required height was an oversight of the architect who originally proposed the higher fence and prepared the SPA drawings accordingly.

The agreed to extent of fencing is captured accurately on the SPA drawing however the contract documents for the build inadvertently omitted a section of it along the west side of the property. When it was subsequently identified by the municipality that an additional section of fencing along the west was required in order to comply with the SPA in order to reduce the cost of the increased length of fence the contractor was directed to reduce the fence height to the minimum required height stipulated in the zoning bylaw and to construct it on an existing steel framework. As a compensating measure additional board cladding is being provided on the exterior side of the fence to improve the appearance from the adjacent property.

**RE: RAINY RIVER DSSAB EIGHT PLEX APARTMENT BUILDING
BUILDING PERMIT No. 2017-025
REQUEST FOR AMENDMENT TO THE SITE PLAN AGREEMENT
Project No. 2016042**

Page two continued

It is now being requested that the SAP be amended to reflect this modified, as constructed, design approach which, while different from the SPA, complies with the zoning bylaw requirements.

Thank you for the consideration of this request.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'J. Stephenson', with a long horizontal stroke extending to the right.

John Stephenson, Architect, B.Arch., OAA, FRAIC,
Partner, FORM Architecture Engineering

TOWN OF FORT FRANCES

BY-LAW NO. 21/14 - H

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

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

AND WHEREAS on October 9th, 2018, Council approved a report from the Planning & Development Executive Committee recommending an amendment to the Traffic Control By-law regarding the **removal of** private parking stalls, loading zones and church loading zones from the Traffic Control By-Law #21/14.

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

TOWN OF FORT FRANCES

BY-LAW NO. 21/14

Loading Zones

SCHEDULE AA

<u>NO.</u>	<u>STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
6.	Portage Ave	West	Commencing from a Point 45.0 m South of First Street, and continuing Southerly for a distance of 6.7m.

READ THREE TIMES and finally passed in open Council this 13th day of November 2018.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. 54/18

(Being a By-law to Establish a Municipal Accommodation Tax)

WHEREAS the Town may, by by-law, impose a tax in respect of the purchase of transient accommodation in the municipality in accordance with Part XII.1 of the *Municipal Act*, 2001, S.O. 2001, Chapter 25, as amended, and the Transient Accommodation Tax Regulation 435/17; and

AND WHEREAS at its meeting of September 24, 2018, Council approved the establishment of an accommodation tax to be imposed on the purchase of accommodations of short duration within the Town of Fort Frances, which will generate revenue which will be shared with the Rainy River Future Development Corporation (RRFDC) who promote local tourism with the balance of the funds being allocated towards economic development and tourism initiatives as further described in Regulation 435/17;

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

1. Application of Tax

1.1 A purchaser shall, at the time of purchasing accommodation, pay an accommodation tax in the amount of four percent (4%) of the purchase price of the accommodation provided for a continuous period of less than 30 nights provided in a hotel, motel, inn, bed and breakfast, resort, and Airbnb/VRBO, or any place in which accommodation is provided.

1.2 A provider of transient accommodation shall include on every invoice or receipt for the purchase of transient accommodation a separate item for the amount of tax on transient accommodation imposed on the purchase, and the item shall be identified as "Municipal Accommodation Tax".

1.3 Bed & Breakfasts have the opportunity to charge the Accommodation Tax (4%) on only 75% of the total room rate understanding that the remaining 25% is considered the breakfast portion.

2. Exemptions

2.1 The municipal accommodation tax imposed by subsection 1(1) does not apply to:

- (a) The Crown, every agency of the Crown in right of Ontario and every authority, board, commission, corporation, office, or organization of persons a majority of whose directors, members or officers are appointed or chosen by or under the authority of the Lieutenant Governor in Council or a member of the Executive Council;
- (b) Every board as defined in subsection 1(1) of the *Education Act*;
- (c) Every university in Ontario and every college of applied arts and technology and post-secondary institution in Ontario whether or not affiliated with a university, the enrolments of which are counted for the purposes of calculating annual operating grants entitlements from the Crown on accommodations provided to students while the student is registered at and attending the institution;
- (d) Every hospital referred to in the list of hospitals and their grades and classifications maintained by the minister of Health and Long-Term Care under the *Public Hospitals Act* and every private hospital operated under the authority of a license issued under the *Private Hospitals Act*;
- (e) Every long-term care home as defined in subsection 2(1) of the *Long-Term Care Homes Act, 2007*, retirement home and hospices;

- (f) Every treatment Centre that receives provincial aid under the *Ministry of Community and Social Services Act*;
- (g) Every house of refuge, or lodging for the reformation of offenders;
- (h) Every charitable, non-profit philanthropic corporation organized as shelters for the relief of the poor or for emergency;
- (i) Every tent or trailer sites supplied by a campground, tourist camp or trailer park;
- (j) Every accommodation supplied by employers to their employees in premises operated by the employer;
- (k) Every hospitality room in an establishment that does not contain a bed and is used for displaying merchandise, holding meetings, or entertaining; and
- (l) Summer camps where overnight stays are part of the programming.

2.2 All other revenues generated from the accommodation services; whether sold individually or included in a room package; are excluded from the Municipal Accommodation Tax, including but not limited to, meeting room rental, food and beverage, room service, laundry services, internet access, parking etc.

3. Tax Collected by Service Provider

3.1 Providers of transient accommodation shall include on every invoice or receipt for the purchase of transient accommodation a separate item identified as “Municipal Accommodation Tax” for the amount of MAT imposed on the purchase.

3.2 Providers of transient accommodation shall collect the MAT from the purchaser at the time the accommodation is purchased and shall remit the MAT to the municipality within the time prescribed in any MAT notice and shall include monthly statements in the form required by the municipality detailing the accommodation revenue, exemptions/adjustments for the reporting period, number of rooms/nights sold and levy collected.

3.3 The Town Treasurer, or designate, is designated to establish the notices, forms and remittance statements, past due notices and monitor collection for the service providers.

4. Allocation of Funds

4.1 Revenues generated by this MAT will be deemed for municipal economic development and tourism purposes.

4.2 A Destination Marketing Program did not exist in the municipality prior to the imposition of the MAT. In accordance with section 5 of Ontario Regulation 435/17 – Transient Accommodation Tax the Town designated Rainy River Future Development Corporation (RRFDC) as the eligible Tourist entity. The municipality is required to remit a portion of the MAT revenues from accommodations in accordance with section 4 of Ontario Regulation 435/17 – Transient Accommodation Tax to RRFDC.

4.3 The excess funds beyond those remitted to the RRFDC will be allocated to a reserve for tourism and economic development projects.

4.4 The MAT reserve funds will be utilized for tourism and economic development priorities as established through the planning process of the Town.

5. Penalties and Interest

5.1 Penalties and interest at the rate applicable to overdue property taxes shall be payable by the providers of transient accommodation on the non-payment of the full amount of the MAT by the due date set out in the notice, and interest may be added on the first day of default and on each month thereafter in which the default continues.

5.2 A non-sufficient funds (NSF) charge in accordance with the Town's current schedule of fees will be applied to all remittances which are not honoured by the financial institution on which it is drawn due to insufficient funds.

6. Liens

6.1 All MAT penalties and interest that are past due shall be deemed by the Town Treasurer to be in arrears and shall be transferred to the tax collectors' roll of the Town to be collected in the same manner as municipal property taxes in accordance with the current collection policy and shall constitute a lien upon the lands.

7. Audit and Inspection

7.1 Every transient accommodation service provider shall keep books of account, records, and documents sufficient to furnish the Town and its designated tax collectors with the necessary particulars of sales of accommodation, amount of levy collected and remittance.

7.2 The Town Treasurer, or designate, is designated pursuant to section 3 and may inspect and audit all books, documents, transactions and accounts of transient accommodation providers and require transient accommodation providers to produce copies of any documents or records required for the purposes of administering and enforcing this by-law, as required.

8. Offence and Penalties

8.1 Every person who contravenes any provision of this by-law is guilty of an offence as provided for in subsection 429(1) of the *Municipal Act, 2001*, and all such offences are designated as continuing offences as provided for in subsection 429(2)(a) of the *Municipal Act, 2001*.

8.2 A person who is convicted of an offence under this by-law is liable, to a minimum fine of \$500.00 and a maximum fine of \$100,000 as provided for in subsection 429(3), paragraph 1 of the *Municipal Act, 2001*.

8.3 A person who is convicted of an offence under this by-law is liable, for each day or part of a day that the offence continues, to a minimum fine of \$500.00 and a maximum fine of \$10,000.00 and the total of all of the daily fines for the offence is not limited to \$100,000, as provided for in subsection 429(3) paragraph 2 of the *Municipal Act, 2001*.

8.4 When a person has been convicted of an offence under this by-law, the Superior Court of Justice or any court of competent jurisdiction thereafter may, in addition to any penalty imposed on the person convicted, issue an order:

- (a) prohibiting the continuation or repetition of the offence by the person convicted; and
- (b) requiring the person convicted to correct the contravention in the manner and within the period that the court considers appropriate.

9. Effective Date

This bylaw shall come into force and take effect on January 1st, 2019.

READ THREE TIMES and finally passed in open Council this 13th day of November 2018.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a by-law to approve an agreement with Ed Kaun & Sons Ltd. awarded through a tender process - the *Municipal Act, 2001*, R.S.O. 2001, c.25.)

WHEREAS on June 11, 2018, Council approved a report from the Manager of Operations & Facilities which awarded the Tender for Capital Facility Renovations and Fort Frances Cemetery Addition to Ed Kaun & Sons Ltd. (Tender No. 18-OF-07);

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

1. That pursuant to the award of the tender under 18-OF-07, the following agreement in the form of the schedule 'A' attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:

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

READ THREE TIMES and finally passed in open Council this 13th day of November 2018.

R. Avis, Mayor

E. Slomke, Clerk

SCHEDULE 2

AGREEMENT

THIS AGREEMENT made this 5 day of June, 2018.

BETWEEN:

Ed Kaun & Sons Ltd

(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 respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.
3. The 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 Chief Building Officer (in the Tender Documents the 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

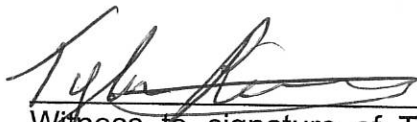
- (ii) in case of the Contractor, as follows:

Ed Kaun & Sons Ltd
RR1, RMB 268
Fort Frances, ON
P9A 3M2

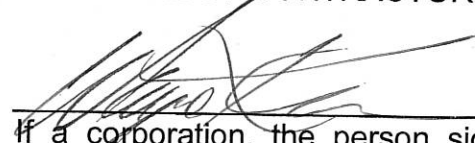
Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change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

Tyler Reinison

PRINT NAME AND TITLE OF PERSON
SIGNING:

Wayne Kaun, Vice President

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

Ed Kaun & Sons Ltd

Address of Witness:

833 Armit Ave
Fort Frances, ON P9A 2J5

Address of Contractor:

RR1 RMB 268
Fort Frances, ON P9A 3M2

Phone Number of Witness:

807-275-6300

Phone Number of Contractor:

807-274-6246

Fax Number: 807-274-7389

Cell Number: 807-274-9459

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, Ed Kaun & Sons Ltd
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:

Tyler Reinson

PRINT NAME AND TITLE OF PERSON
SIGNING:

Wayne Kaun - Vice President

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

Ed Kaun & Sons Ltd

Address of Witness:

833 Armit Ave
Fort Frances ON

Address of Contractor:

RRI PMB 268
Fort Frances, ON P9A 3M2

Phone Number of Witness:

807-275-6300

Phone Number of Contractor:

807-274-6246

Fax Number: 807-274-7389

Cell Number: 807-275-9459

The Corporation of the Town of Fort Frances
per:

per:

I/we have authority to bind the Town

Date: June 5, 2018.

SCHEDULE 4

SPECIFICATIONS AND OTHER PROVISIONS

1. Tenderer agrees to commence the work as specified, to proceed continuously to completion, and complete the work as follows:

Commencement Date: July 15, 2018

Completion Date: Jan 15, 2019

2. The Tenderer is advised that the Town intends to award and complete the work no later than **November 1, 2018**.
3. The Tenderer is responsible to submit schedule for all work **PRIOR** to commencement date of above to all sites. Sites have scheduled rental date(s) and time(s) for the public and cannot be interrupted by work.
4. It is the responsibility of the Tenderer to obtain and post, all applicable permits and arrange inspections required on behalf of the Town.
5. All material colour choices are to be confirmed with the Town's representative prior to ordering.
6. Any damage to the grounds surrounding the facilities will be the responsibility of the contractor to repair to the satisfaction of the Town.
7. The successful contractors must obtain a business license from the Town of Fort Frances Information Desk at the Civic Centre, unless they already possess one.
8. Listing of Subcontractors:

Revco Flooring	Fort Frances, ON
Connect Electric	Fort Frances, ON
Fabris & Watts (2015) Ltd	Winnipeg, MB

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a by-law to approve a contract with Toromont Cat for the purchase of a Heavy Duty Tandem Drive Articulated Grader awarded through a tender process – No. 18-OF-08)

WHEREAS on October 9, 2018, Council approved a report from the Manager of Operations & Facilities which awarded the Tender for a Heavy Duty Tandem Drive Articulated Grader from Toromont Cat.

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

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

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

READ THREE TIMES and finally passed in open Council this 13th day of November 2018.

R. Avis, Mayor

E. Slomke, Clerk

SECTION 4

STANDARD FORM OF AGREEMENT

TENDER NO. 18-OF-08

THIS AGREEMENT made in triplicate this 24th day of SEPTEMBER
 in the year Two Thousand and ~~Nine~~ EIGHTEEN

BETWEEN:

TOROMONT CAT
 (herein called the "Supplier")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES
 (herein called the "Owner")

OF THE SECOND PART

WITNESSETH THAT: Whereas the Supplier has represented to the Owner that he is well able to supply the equipment/vehicle described in the Contract Documents.

NOW THEREFORE the parties hereto undertake and agree as follows:

Article 1 - The Supplier shall:

a) Do and fulfill every covenant contained in the Contract Documents and to furnish all labour, material and equipment, unless otherwise indicated, together with all work incidental thereto necessary and required to perform all the Work described in the Contract Documents and which have been executed in triplicate both PARTIES.

Article 2 - The Contract

The Instructions to Tenderers, Form of Tender, Addenda, Form of Agreement, Specifications and Special Provisions are all to be read into and form part of the Agreement and the whole shall constitute the Contract between the PARTIES and it shall accrue to the benefit of and be binding upon them and their successors, executors, administrators and their assigns.

In the event that any of the Contract Documents are inconsistent or in conflict, then such Documents shall take precedence and govern in the following order:

1. Agreement
2. Addenda
3. Special Provisions
4. Contract Documents
5. Standard Specifications
6. Tender
7. Supplemental General Conditions
8. General Conditions

Article 3 - Terms

The Municipality shall pay to the Supplier in lawful money of Canada for the performance of the contract for the amounts set out under the Schedule of Prices subject to the adjustments, additions, deductions and deletions as provided in the Contract Documents.

Article 4 - Payments

The Municipality shall pay on account thereof upon the Manager's approval, all monies owing to the Supplier for the items specified in the Contract. Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Supplier.

Article 5 - Communications

All communications in writing between the PARTIES or between them and the Manager of Operations and Facilities shall be deemed to have been received by the Addressee if delivered to the individual or to a member of the firm or to an officer of the Municipality for whom they are intended or if sent by registered mail or by telegram or facsimile transmission addressed as follows:

a) The Supplier at: TORONTO CAT
620 BEAVERHAWK PLACE
THUNDER BAY, ONTARIO

b) The Owner at: The Town of Fort Frances
 320 Portage Avenue
 Fort Frances, Ontario
 P9A 3P9
 Fax No. 807-274-8479

c) The Manager:
 Operations & Facilities Division
 320 Portage Avenue
 Fort Frances, Ontario
 P9A 3P9
 Fax No. 807-274-7360

Article 6 - **Business License**

If your company is awarded the tender by Council, there will be a requirement for your company to be responsible to make application and obtain a Town of Fort Frances Business License. Business License application can be obtained from the Town office at 320 Portage Avenue.

IN WITNESSETH WHEREOF the corporate parties hereto have caused to be hereto affixed their respective Corporate Seals attested by the signatures of their respective duly authorized signing officers, and the unincorporated party or parties hereto have signed and affixed their seals as of the day and year first above written.

Corporate Seals attested by the authorized signing officers of:

SEPTEMBER 24th, 2018
Date

TORONTO CAT
680 BEAVERHALL PLACE
Suppliers

THE CORPORATION OF THE TOWN OF FORT
FRANCES

Date

MAYOR

CLERK

(CORPORATE SEAL)

Unincorporated Contractors sign below:

SIGNED:

in the presence of:

[Signature]
Supplier's Signature

[Signature]
Witness to Supplier's Signature

SEPT. 18th, 2018
Date

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a by-law to approve a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister for Seniors and Accessibility for programming)

WHEREAS on October 9, 2018, Council approved a report from the Manager of Community Services, which recommends that the Town of Fort Frances enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister for Seniors and Accessibility for program funding at the Seniors Active Living Centre for 2018-19.

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

- 1. That the Ontario Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister for Seniors and Accessibility in the form of Schedule “A” attached to this by-law be approved for the Mayor 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 13th day of November 2018.

R. Avis, Mayor

E. Slomke, Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT SENIORS ACTIVE LIVING CENTERS PROGRAM

THE AGREEMENT is effective as of the first day of May, 2018.

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister for Seniors and Accessibility**

(the “**Province**”)

- and -

Town of Fort Frances

(the “**Recipient**”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions

Schedule “B” - Project Specific Information and Additional Provisions

and

any amending agreement entered into as provided for in section 4.1,

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

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister for
Seniors and Accessibility**

Date

Kathleen Henschel, Director

Town of Fort Frances

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget for expenses related to the Recipient's seniors active living centre program, as set out in the Funding Letter.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Funding Letter" means the letter(s) from the Province to the Recipient indicating the approved amount of the Funds to the Recipient for the Funding Year;

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in the Funding Letter.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program Guidelines” means the Province’s program guidelines, issued April 2018, and revised from time to time by the Province, containing terms and conditions in respect of seniors active living centre program funding.

“Project” means the undertakings approved by the Province in accordance with the *Seniors Active Living Centres Act, 2017*, in support of the Recipient’s seniors active living centre program, as set out in the Funding Letter.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and shall continue until terminated pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient at regular intervals determined by the Province, with notice to the Recipient, as set out in the Funding Letter; -; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

- A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:
- (a) carry out the Project in accordance with the Agreement;
 - (b) use the Funds only for the purpose of carrying out the Project;
 - (c) spend the Funds only in accordance with the Budget;
 - (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
- A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Recipient the payment of an amount equal to the interest.
- A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- (a) do so through a process that promotes the best value for money; and
 - (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.
- A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the

amount as provided for in Schedule “B” at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, an annual report in accordance with the Program Guidelines, or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that the annual report and any other reports are completed to the satisfaction of the Province; and
- (d) ensure that the annual report and any other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and

- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

- (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province

of Ontario on accounts receivable.

A16.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

A16.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maintenance and Operating	See Ministry for Seniors and Accessibility Funding Letter
Special Grant	See Ministry for Seniors and Accessibility Funding Letter
Maximum Funds	See Ministry for Seniors and Accessibility Funding Letter
Expiry Date	Until terminated pursuant to Article A11.0, Article A12.0, or Article A13.0.
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$2,000
Insurance	\$2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Anita Koch</p> <p>Position: Senior Program Consultant</p> <p>Address: 777 Bay Street, 6th Fl, Toronto ON M5G 2C8</p> <p>Phone: 416-212-0491</p> <p>Email: anita.koch@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient (Program management)	<p>Name: Jason Kabel</p> <p>Position: Community Services Division Manager</p> <p>Address: 401 Nelson Street, Fort Frances ON P9A 1B3</p> <p>Phone: 807-274-4561 x1719</p> <p>Email: jkabel@fortfrances.ca</p>

Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name: Laurie Lindberg</p> <p>Position: Treasurer</p> <p>Address: 320 Portage Avenue, Fort Frances ON P9A 3P9</p> <p>Phone: 807-274-5523</p> <p>Email: llindberg@fortfrances.ca</p>
---	--

Additional Provisions:

1. Objective

The Funds are provided for the objective of promoting active and healthy living, social engagement and learning for persons who are primarily seniors by providing them with activities and services. All Funds provided by the Province to the Recipient must be spent in support of this objective.

2. Program Guidelines

- a. The Recipient agrees to abide by all terms and conditions in the Program Guidelines in respect of the use of the Funds.
- b. The Province agrees to provide the Recipient with prompt notice of any revisions to the Program Guidelines.

- End -

Ministry of
Transportation

Office of the Minister

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

Ministère des
Transports

Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley Ouest
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transport



M2018-4800

OCT 04 2018



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

Dear Mayor Avis:

It was a pleasure meeting with you and your delegation at the 2018 Association of Municipalities of Ontario Conference. Your delegation came prepared and brought insightful knowledge to the issues facing your residents.

I am excited to be taking on a portfolio that impacts the economy and quality of life for Ontarians, and meeting with your delegation was a great opportunity to learn about the breadth of transportation issues facing our municipalities.

Building a world-class transportation network is a key part of our government's Plan for the People. I look forward to working with our municipal partners to increase road safety and improve transportation and transit systems province-wide. The Ministry of Transportation recognizes that a strong transportation network is vital to Ontario's economy and citizens in their day-to-day lives.

Thank you again for meeting.

Sincerely,

Honourable John Yakabuski
Minister of Transportation

**Ministry of Finance
Office of the Minister**

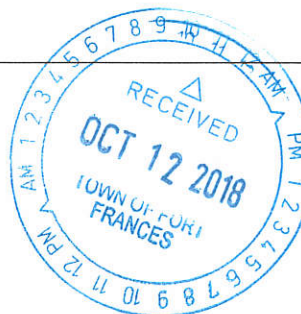
7th Floor, Frost Building South
7 Queen's Park Crescent
Toronto ON M7A 1Y7
Telephone: 416 325-0400
Facsimile: 416 325-0374

**Ministère des Finances
Bureau du ministre**

7^e étage, Édifice Frost sud
7, Queen's Park Crescent
Toronto ON M7A 1Y7
Téléphone : 416 325-0400
Télécopieur : 416 325-0374



OCT 05 2018



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

Dear Mayor Avis:

It was a pleasure meeting with you and your delegation at the 2018 Association of Municipalities of Ontario (AMO) Conference in Ottawa regarding the property taxation of railway rights-of-way.

We truly appreciate the opportunity to hear from you about the issues that impact your community. We respect our municipal partners and want to work together to find ways to make our communities and the Province thrive.

Thank you again for the opportunity to meet with you in person.

Sincerely,

Vic Fedeli
Minister of Finance

c: Doug Downey, Parliamentary Assistant to the Minister of Finance
Allan Doheny, Assistant Deputy Minister, Provincial-Local Finance Division,
Ministry of Finance

Ministry of Tourism, Culture
and Sport

Ontario Honours and Awards
Secretariat
400 University Avenue, 5th Floor
Toronto ON M7A 2R9

Ministère du Tourisme, de la Culture
et du Sport

Secrétariat des distinctions et prix de
l'Ontario
400, avenue University, 5^e étage
Toronto ON M7A 2R9



October, 2018

Greetings,

It is my pleasure to invite you to submit a nomination for the Ontario Medal for Good Citizenship.

Established in 1973, the Ontario Medal for Good Citizenship honours Ontarians who, through exceptional, long-term efforts, have made outstanding contributions to community life across the province.

Recipients will be invested by the Lieutenant Governor of Ontario at a ceremony to be held at Queen's Park, in winter 2019.

To submit a nomination for this award:

- a) Visit ontario.ca/honoursandawards.
- b) Select the **Community** category.
- c) Click on **Ontario Medal for Good Citizenship**.
- d) Download the PDF form.
- e) Review the eligibility criteria and instructions carefully.
- f) Fill out the form and then submit it **no later than November 15, 2018**.
Instructions for submitting your nomination package can be found on the website.

If you have any questions, please call the Ontario Honours and Awards Secretariat at 416-314-7526, toll free 1-877-832-8622, TTY 416-327-2391, or email ontariohonoursandawards@ontario.ca.

I hope you will take this opportunity to consider nominating an outstanding citizen in your community. Thank you for your support of this important honours program.

Sincerely,

Debbie Strauss
Director

From: [AMO Communications](#)
To: [Roy Avis](#)
Subject: AMO WatchFile - October 11, 2018
Date: Thursday, October 11, 2018 9:07:24 AM

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October 11, 2018

In This Issue

- 2018 Municipal Election - AMO's Ontario Votes website going live soon!
- 2019 ROMA Conference - Register today!
- AMO's new council term training.
- 2019 AMO AGM and Annual Conference dates.
- LAS Blog: Pavement Assessment - PCI, IRI, EIEIO.
- Careers with Haldimand County and Port Colborne.

AMO Matters

Thank you to all Clerks and Returning officers that have uploaded their municipality's pre-election information. We now have almost all of the pre-election data on our online election tool! We are counting on you to take the time to review your information and make necessary edits before election day. If you need your login to be resent, please contact [Snezana Vukelic](#), Manager, Information Services.

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](#).

LAS

[Pavement Condition Index vs. International Roughness Index](#) – explore what measures make sense for municipal road assessments. ICYMI: Check out last week's post showcasing a short video of [Kenora's Road Assessment experience](#).

Careers

[Treasurer/Manager of Finance - Haldimand County](#). Reports to: Chief Financial Officer/General Manager of Financial and Data Services. Please submit your application before end of day October 19th, 2018. To apply, or to view further information, visit Haldimand County [Employment/Careers](#).

[Manager of Engineering Services - Haldimand County](#). Reports to General Manager, Engineering &

Capital Works. Please submit your application before end of day October 23rd, 2018. To apply, or to view further information, visit Haldimand County [Employment / Careers](#).

Water-Wastewater Operator - City of Port Colborne. To confidentially explore this opportunity, please submit your resume and cover letter and quote: W/WW Operator 2018-64 by October 19, 2018 to: City of Port Colborne, 66 Charlotte Street, Port Colborne, Ontario L3K 3C8; Attention: Human Resources; or, by email to: careers@portcolborne.ca, fax: 905.835.2969.

Manager of Operations - City of Port Colborne. To confidentially explore this opportunity, please submit your resume and cover letter by October 26th at 4:00 pm and quote 2018-63 Manager of Operations, to: City of Port Colborne, 66 Charlotte Street, Port Colborne, Ontario L3K 3C8, or by email to: careers@portcolborne.ca, fax: 905.835.2969; Attention: Tammy Morden, Human Resources.

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

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[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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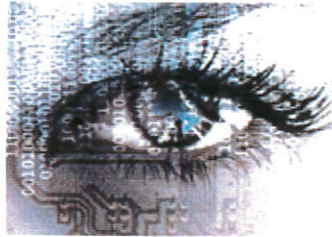


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October 25, 2018

In This Issue

- AMO's Municipal Election Results website a success!
- AMO's new council term training.
- 2019 AMO AGM and Annual Conference dates.
- ROMA Conference - The Conference for Rural Municipalities.
- Investment Basics in Milton.
- Digital Signatures Town Hall webinar.
- Road and Sidewalk Webinars - registration open.
- Upcoming event: Fleet Management.
- Careers with LAS and City of Toronto.

AMO Matters

AMO's [2018 Municipal Election website](#) has been a resounding success with over 230,000 unique pageviews since its launch on October 18, 2018. The election results of 87% of municipalities conducting elections have been entered. If you are interested in election races and results in other parts of the province, then check it out. You can find candidates by position for each municipal government. It shows acclaimed heads of council. Check out some [2018 stats](#). Thank you once again to all Clerks and Returning Officers conducting elections that have uploaded their municipality's election information.

Eye on Events

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.

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Make sure that your municipality is represented at [ROMA Matters, January 27 - 29, 2019](#). Early Bird registration is open until November 15, 2018.

Due to popular demand, ONE Investment will be holding another [Investment Basics & Beyond workshop](#). Join us in Milton on Friday November 23rd for a full day session covering the basics of municipal investing and applications of the new Prudent Investor Standard. [Register online today](#) or download the [registration PDF](#).

AMO and Solutions Notarius Inc. launched a Digital Signature Service Pilot to allow municipalities to test technology to sign documents digitally with secure and encrypted digital and electronic signatures. Join us for a [free webinar](#) on Thursday, November 15 from 12pm to 2pm where pilots will showcase their experiences using Notarius digital signatures as we work towards launching a Digital Signature Service.

LAS

Register now for two upcoming webinars: [Sidewalks & Ramps on Oct 30](#), and [Asset Management on Oct 31](#). Learn about the [LAS Road and Sidewalk Assessment Program](#) and how it can work for your community.

LAS is hosting a fleet event November 8 at the EV Discovery Centre. Learn how vehicle technology and telematics can help municipal fleets save money and reduce emissions. Click [HERE](#) to sign up, registration closes November 2.

Careers

Customer Service Representative - Local Authority Services (LAS). As a member of the LAS Team, the Customer Service Representative will be responsible for providing program information to customers, problem solving as well as the administration of various programs. For more information and to apply directly go to the Career Opportunities section of the [LAS website](#). Position closing date is currently November 2, 2018 at 4 p.m.

Policy Development Officer PF & R - City of Toronto. Division: Parks, Forestry & Recreation. Reports to: Manager, Policy Development & Service Planning. Job Type: Permanent, Full-Time. For more information on this and other opportunities with the City of Toronto, visit us online at [Jobs at the City](#). To apply online, submit your resume, quoting File #2311995X, by November 1, 2018.

About AMO

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AMO Contacts

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[Media Inquiries](#), Tel: 416.729.5425

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November 8, 2018

In This Issue

- Digital Signatures Town Hall webinar.
- What makes a good leader?
- As a member of council what you need to know!
- Land Use Planning: Beyond the Basics.
- Communications 101 for Elected Officials.
- Countdown to conference has begun.
- Showcase at the AMO Conference - August 2019.
- LAS Blog: Electricity program pricing details for 2019.
- Ontario Active School Fund open to applications.
- Career with AMO.

AMO Matters

AMO and Solutions Notarius Inc. launched a Digital Signature Service Pilot to allow municipalities to test technology to sign documents digitally with secure and encrypted digital and electronic signatures. [Join us for a free webinar](#) on Thursday, November 15 from 12pm to 2pm where pilots will showcase their experiences using Notarius digital signatures as we work towards launching a Digital Signature Service.

Eye on Events

What makes a good leader? What are the tools you need to navigate the complexities of your role as Head of Council? Find the answers to these questions and more at the November, 2018 sessions of Municipal Leadership Essentials. [Register today!](#)

As a member of council what do you need to know? The ABC's of municipal government; limiting your risk; budgeting; planning; impacts of new legislation and so much more. Learn what it takes to be an effective team member and a municipal leader at this full day session in 2019. Space is limited, [register today](#).

The Land Use Planning: Beyond the Basics half day workshop will reinforce the central role that municipalities play in implementing and managing the land use policy framework in Ontario. It will include a review of the relevant elements of the *Ontario Planning Act* as well as a run-down of the key planning tools and how they are applied in the municipal context. [Register today](#) and receive access to the new Land Use Planning: The Basics online course for free (launching January 2019).

Elected officials live in the spotlight. The rise of social media and decline of local news have changed the communications landscape. This half-day workshop will help you learn how to promote good news, manage issues professionally, and to leverage traditional and social media. Most of all, this session will help elected officials communicate effectively and sleep soundly. [Click here](#) for more details and to register.

The 2019 AMO AGM and Annual Conference will be held in Ottawa from August 18 - 21, 2019. AMO has negotiated Conference rates at eight hotels. In order to ensure the booking process goes smoothly please [read the details in full](#) and make note of all deposit and cancellation policies for the individual properties. Call-in numbers and online reservation links will be posted in late December, as reservations made before January 9, 2019 will not be honoured.

Showcase your product or service at the 2019 AMO AGM and Annual Conference in August. Are you a municipal supplier or vendor? Do you have a product or service that would benefit the municipal sector? Then register today for the AMO Annual Conference Exhibit Hall. Early bird offer available until January 30, 2019 - [download the exhibitor application today](#).

LAS

LAS has released pricing details for the Electricity Pricing Program. For more information, check out our [blog post](#).

Municipal Wire*

Green Communities Canada is [soliciting applications](#) from municipal governments for up to \$60,000 in funding for partnership-based projects that expand walking and cycling to school. Application deadline: December 21, 2018.

Careers

Policy Intern - AMO. Assisting senior advisors and the Director of Policy, the successful candidate will support AMO's policy development process. The job will require research, analysis, report writing, project planning and coordination. The Intern will help identify issues of importance to municipal government and help demonstrate impacts of the issues and appropriate responses. Please apply in confidence to: hr@amo.on.ca by Friday, January 11, 2019, 12 noon.

About AMO

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AMO Contacts

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From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: AMO Policy Update - AMO Recommendations: Bill 36 Ontario Cannabis Statute Law Amendment Act, 2018
Date: Thursday, October 11, 2018 5:54:19 PM

October 11, 2018

AMO Recommendations: Bill 36 Ontario Cannabis Statute Law Amendment Act, 2018

Earlier today, AMO briefed the government members of the Ontario Legislature's Standing Committee on Social Policy regarding the Association's recommendations on Bill 36. Provided for your reference is a copy of [AMO's written submission](#) that speaks to municipal governments' role. The Standing Committee will undertake clause-by-clause review on Monday October 15th after which we will know whether our advice is accepted. The Bill is to be in effect for October 17 as it specifies the role of the AGCO, places of use, and other important matters.

AMO's recommendations for amendments include:

- A technical amendment to the Municipal Act to ensure that municipal governments have the proper authority to regulate cannabis smoking in public;
- Ensuring cannabis retail stores are located only in commercially zoned areas allowing retail;
- Clarifying the role of municipal government in providing input to the Alcohol and Gaming Commission of Ontario (AGCO) regarding its decision-making for store site licenses; and
- A formal process for municipal government input into cannabis retail siting authorizations in our communities that requires AGCO to have regard to municipal concerns in its decision making.

AMO will continue to work with our Municipal Reference Group on Cannabis Retail to operationalize these recommendations if the government moves forward with them. AMO remains concerned that the costs related to legalization, from closing illegal dispensaries to road enforcement and other use will exceed the funds the province receives from the federal government, of which \$40 million to be shared with municipal governments. We will be working with members to monitor this.

Last week, AMO provided members with a comprehensive [briefing](#) on legalized recreational cannabis in Ontario. We will update members as any major developments arise.

AMO Contact:

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

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 - While You Were Busy
Date: Wednesday, October 31, 2018 12:26:07 PM

October 31, 2018

Members' Update: While You Were Busy

October was a busy month for elected municipal officials and clerks. Given this, we wanted to provide an update of provincial legislation and activities that you may not have had a chance to consider with local elections and activities.

Bill 47: Making Ontario Open for Business Act

The provincial government introduced [Bill 47, Making Ontario Open for Business Act, 2018](#) on October 23rd that largely repeals the previous government's Bill 148, *Fair Workplaces, Better Jobs Act, 2017*. Throughout the Bill 148 debates, AMO and municipal employers were told that local governments were not the intended targets regarding precarious employment. Municipal governments are employers of choice – paying good wages with good benefit packages that provides stable, mostly unionized, employment throughout the province. Despite several key amendments achieved by AMO for municipal governments, Bill 148 added requirements that increased costs for municipal budgets without any increases in efficiencies such as the challenging scheduling and on-call provisions.

AMO Contact: Monika Turner, Director of Policy, mturner@amo.on.ca, 416.971.9856 ext. 318.

Cannabis Act Passed; Municipal Council Considerations

Municipal governments have until January 22, 2019 to opt out of cannabis retail. Councils that decide to allow cannabis retail need to consider any local conditions that they feel should be reflected in location decisions. AMO recommends that municipal staff prepares a report to Council that lays out any considerations communities would like the Alcohol and Gaming Commission of Ontario (AGCO) to be aware of when approving sites. This report will need to be considered by January 22 and can form the basis of staff comments on site proposals to AGCO. AMO's most recent cannabis policy update and materials can be found [here](#).

AMO Contact: Craig Reid, Senior Advisor, creid@amo.on.ca, 416.971.9856 ext. 334.

Bill 34, Green Energy Act Repeal Act, 2018

This Bill, if passed, would return the authority for land use planning of renewable energy projects to municipal governments. AMO made a presentation October 30th to the Standing Committee on Social Policy welcoming this change. Transition matters and oversight of existing renewable energy projects are addressed in the [submission](#).

AMO Contact: Cathie Brown, Senior Advisor, cathiebrown@amo.on.ca, 416.971.9856 ext. 342.

Ontario Consulting on New Climate Change Plan

The provincial government is consulting on a new climate plan for Ontario. Residents have the opportunity to provide input on priorities. AMO will provide comments to the provincial government and make them available soon to municipal members for information: [Consultation: A Made-in-Ontario Climate Change Plan](#).

AMO Contact: Craig Reid, Senior Advisor, creid@amo.on.ca, 416.971.9856 ext. 334.

Full Producer Responsibility for Waste Diversion Programs:

The transition of used tires, electronics, and household hazardous waste programs to *Resource Recovery and Circular Economy Act, 2016* are underway while the Blue Box program remains in its current challenging state. Full producer responsibility fits with making polluters accountable and ensures businesses are responsible for the materials they put into the market. The costs are moved off the property taxpayer who has little ability to manage or influence any decisions on packaging. A recent [Draft Discussion Paper](#) on how to transition the Blue Box has been released by Municipal Resource Recovery & Research Collaborative (M3RC). [M3RC is composed of senior staff from AMO, City of Toronto, the Regional Public Works Commissioners of Ontario, and the Municipal Waste Association.]

AMO Contact: Dave Gordon, Senior Advisor (Waste), dgordon@amo.on.ca, 416.971.9856 ext. 371.

Fire Regulations - Update

On October 5th, the Province revoked the Mandatory Certification Fire Regulation, citing that the regulation "would present significant challenges for fire services and municipalities – in particular in small, rural, and northern municipalities with volunteer fire departments". The Community Risk Assessment and Public Reporting regulations will come into force as scheduled. Although we are pleased that the Mandatory Certification regulation has been repealed given all the municipal concerns expressed, we will continue to work with the Ministry of

Community Safety and Correctional Services, the Ontario Association of Fire Chiefs, and the Fire Fighter Association of Ontario to make sure fire fighter safety is paramount. We will also work with the Ministry of Community Safety and Correctional Services (MCSCS) and fire associations to have the Reporting regulation in a form that is viable before it comes into force.

AMO Contact: Monika Turner, Director of Policy, mturner@amo.on.ca, 416.971.9856 ext. 318.

AMO Events and Training Update

In this post election season, AMO is working on a number of councillor workshops for the upcoming term. In person workshops include: [Municipal Leadership Essentials](#) (November, 2018), [As a Member of Council What You Need to Know](#) (February/March, 2019), [Land Use Planning: Beyond the Basics](#) (February/March, 2019), and Communications for Elected Officials.

Don't forget AMO's year-round education portal MunicipalEducation.ca houses a number of foundation courses to kick start any education and development plans. Visit AMO.on.ca/training to learn more about what AMO offers.

AMO Contact: Navneet Dhaliwal, Special Events and Business Development Coordinator, ndhaliwal@amo.on.ca, 416.971.9856 ext. 330.

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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October 16, 2018

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

Re: Our thanks

Dear Mayor Avis and Members of Council

We were pleased that this year, once again, the Town of Fort Frances honoured Franco-Ontarian Day by raising the flag. Fort Frances' ongoing support is truly appreciated by all Francophones in Northwestern Ontario and it sends the message it is worth making efforts to live in French in our Province.

Every year, the raising of the Franco-Ontarian flag is a special event cherished by our community. This year, 18 municipalities raised the Franco-Ontarian flag across the Northwestern Ontario region. It is an opportunity to showcase our pride and remember that we belong to a dynamic culture.

Only through encouragement from municipalities and other institutions can our heritage continue to thrive and be passed on to following generations. By helping us celebrate Franco-Ontarian Day, Fort Frances has shown its appreciation of the Francophones' contribution to its vitality.

We wish to reiterate our profound gratitude to the Mayor and Members of Council for the acknowledgment of this exceptional day.

We already look forward to your participation in next year's celebrations.

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

Donald Pelletier
President



Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario P0G 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

October 24, 2018

Municipalities of Ontario

Re: Governance Models

Please be advised that at its regular meeting held, Monday October 1, 2018 the Council of the Township of McKellar passed the following resolution:

18-317 WHEREAS on September 17, 2018 the following statement was issued from the AMO Office of the President "We urge the Ontario government to clearly state its interests in having governance review, and how it will proceed. And we urge the Ontario government to work with AMO and the municipal order of government to change requirements that undermine municipal finance, infrastructure investment and efficient service delivery all across Ontario" as per the attached letter;

AND WHEREAS the current President of AMO is the Mayor of Parry Sound;

AND WHEREAS the goals for a "Governance Review" may not be the same for the Town of Parry Sound as they are for other municipalities in the District of Parry Sound;

AND WHEREAS AMO has no mandate from the District of Parry Sound Municipalities to speak on their behalf on governance models such as Regional Government or Amalgamations;

AND WHEREAS the Honourable Steve Clark, Minister of Municipal Affairs and Housing sent out the attached letter indicating there will be discussion with municipal partners regarding governance models;

NOW THEREFORE BE IT RESOLVED that the Township of McKellar requests that any discussions that AMO has with the Province be preceded with an open meeting between AMO, all members of Council and members of the public to determine the desires of each municipality in regard to governance models;

AND FURTHERMORE BE IT RESOLVED that our MPP Norm Miller and the Province of Ontario also have an open dialogue with the Township of McKellar and respect the opinions of the township as it regards to any review of the local governance model.

YEAS: Councillors Beier, Haskim, Kekkonen, Zulak and Reeve Hopkins

NAYS:

Carried

Sincerely,

Ina Watkinson
Administrative/Treasury Assistant
Township of McKellar



OFFICE OF THE MAYOR
CITY OF HAMILTON

October 9, 2018

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

Dear Prime Minister Trudeau,

Re: NAFTA – Dairy Supply Management Program

At its meeting of September 26, 2018 City Council supported the attached resolution from the Township of Amaranth respecting the above matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Fred Eisenberger", with a long horizontal flourish extending to the right.

Mayor Fred Eisenberger

cc Honourable Doug Ford, Premier of Ontario
Honourable Chrystia Freeland, Minister of International Affairs
Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
Honourable Sylvia Jones, MPP, Dufferin - Caledon
Honourable David Tilson, MP, Dufferin – Caledon
Mr. Bill McCutcheon, Dufferin Federation of Agriculture
Mr. Gord Grant, Ontario Federation of Agriculture
Ms. Susan M. Stone, CAO/Clerk-Treasurer, Township of Amaranth
The Association of Municipalities of Ontario
Via E-mail - All Ontario Municipalities

File C18-018
(5.1)

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



374028 6TH LINE, AMARANTH, ONTARIO
 L9W 0M6

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

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
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374028 6TH 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

**TOWN OF FORT FRANCES
POLICE SERVICES BOARD**

Minutes**Session 4****April 27, 2018**

The regular Meeting of the Police Services Board was held in the Committee Room April 27, 2018 from 8:00 a.m. - 9:52 a.m.

The following members were present: John McTaggart, Rick Wiedenhoef, Roy Avis, John Albanese and A. Hallikas.

Also Present: Insp. N. Schmidt and L. Holt Secretary.

1. **Call to order:** Chair called meeting to order at 8:00 A.M.
2. **Non-Agenda Items:**
 - i) OAPSB Conference
3. **Disclosure of Pecuniary Interest:** None identified.
4. **Approval of Agenda:**
17/18 R. Wiedenhoef - A. Hallikas: That the Police Services Board approve the Agenda as prepared with the addition of the Non-Agenda Item. **CARRIED.**
5. **Approval of Minutes:**
18/18 A. Hallikas - R. Wiedenhoef: That the Minutes of the Board Meeting being Session No. 3 dated March 29, 2018 having been typed and distributed to the members be approved as amended. **CARRIED.**
6. **Business Arising from Previous Meeting:** None
7. **New Business:**
 - i) **RIDE Grant Application**

19/18 R. Wiedenhoef - A. Hallikas: That the Police Services Board authorizes Chair, John McTaggart to sign the 2018/2019 - 2019/2020 RIDE Grant Application - Reduce Impaired Driving Everywhere. **CARRIED.**
8. **Inspector N. Schmidt, Detachment Commander - March 2018 OPP Activity Report.**
 - Court Security
 - Jail Guards
 - Legalization of Marijuana
 - Directed Patrols - Fort Frances Public Library
 - Scheduling Review

13. **20/18 R. Wiedenhoeft - A. Hallikas:** THAT this Police Services Board now meet in-camera in order to address a matter pertaining to: personal matters about an identifiable individual, including municipal or local board employees.
CARRIED.

21/18 A. Hallikas - J. Albanese: That the Police Services Board come out of in-camera at 9:40 a.m. and proceed as directed.
CARRIED,

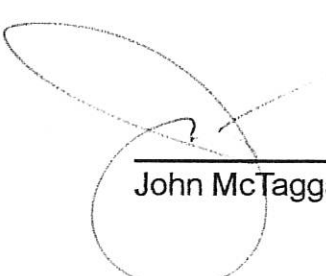
22/18 A. Hallikas - R. Wiedenhoeft: That the Police Services Board receive Insp. N. Schmidt March 2018 OPP Activity Report.
CARRIED.

23/18 R. Wiedenhoeft - A. Hallikas: That the Police Services Board authorizes the Chair J. McTaggart and A. Hallikas, member to meet with Atikokan Police Services Board to discuss staffing issues.
CARRIED

9. Non-Agenda Items:
i) OAPSB Conference
- Issues to discuss - Detachment Staffing and Court Security
10. Standing Items:
i) Speed Signs
ii) New OPP Building
11. Information/Correspondence Received:
i) Calls for Services/Charges February and March 2008
ii) Distributed via email - Radar Speed signs Data
12. Next Meeting - June 1, 2018

24/18 A. Hallikas - R. Wiedenhoeft: That this meeting of the Board be now closed.
CARRIED.


Loreen Holt, Secretary


John McTaggart, Chair

/elh
9/05/2018

**TOWN OF FORT FRANCES
POLICE SERVICES BOARD**

**Minutes
Session 5**

June 1, 2018

The regular Meeting of the Police Services Board was held in the Committee Room June 1, 2018 from 8:00 a.m. - 9:55 a.m.

The following members were present: John McTaggart, Rick Wiedenhoeft, and Roy Avis 8:00 a.m. - 9:30 a.m., John Albanese and A. Hallikas.

Also Present: Insp. N. Schmidt, S/Sgt. D. McLean, Const. R. Caul and L. Holt Secretary.

1. **Call to order:** Chair called meeting to order at 8:02 A.M.
2. **Non-Agenda Items:** - None
3. **Disclosure of Pecuniary Interest:** None identified.
4. **Approval of Agenda:**
25/18 A. Hallikas - R. Wiedenhoeft: That the Police Services Board approve the Agenda as prepared. **CARRIED.**
5. **Approval of Minutes:**
26/18 R. Wiedenhoeft - A. Hallikas: That the Minutes of the Board Meeting being Session No. 4 dated April 27, 2018 having been typed and distributed to the members be approved. **CARRIED.**
6. **Business Arising from Previous Meeting:**
 - i) Staffing Review - moved to In-Camera
7. **New Business:**
 - i) Letter from Township of Baldwin re Bill C-71, referred from P. Briere, By-Law Enforcement Officer, Planning & Development for consideration.

27/18 A. Hallikas - R. Wiedenhoeft: That the Police Services Board table the Letter from the Township of Baldwin - referred from P. Briere to the next meeting after the Board receives more information on Bill C-71. **CARRIED.**
 - ii) Report from J. McTaggart and A. Hallikas - OAPSB 2018 Conference
- Report from A. Hallikas attached to minutes.
- Zone 1 Meeting - Jody Davis, Director Zone 1. Draft By-law from Zone deferred to next meeting; Next Zone Meeting will be held in Thunder Bay in September but hosted by Kenora Police Services Board.
Next OAPSB May 22-25, 2019 in Windsor, Ontario.

28/18 A. Hallikas - R. Wiedenhoeft: That the Police Services Board receive A. Hallikas Report from the OAPSB Conference held May 23-26, 2018. **CARRIED.**

- iii) **Use of Police Facilities during an Election**
 - The Police Services Board needs to have a Policy in place. A. Hallikas commented that the Library Board has a policy the Board can refer to and possibly adopt similar.

- 8. **Inspector N. Schmidt, Detachment Commander - April 2018 OPP Activity Report**
 - Designated foot patrol in the downtown - Officers visiting and introducing themselves to businesses
 - June 12 - Veterans Lunch (retired officers)

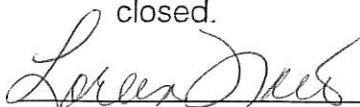
29/18 R. Wiedenhoeft - A. Hallikas: That the Police Services Board receive Insp. N. Schmidt April 2018 OPP Activity Report. **CARRIED.**

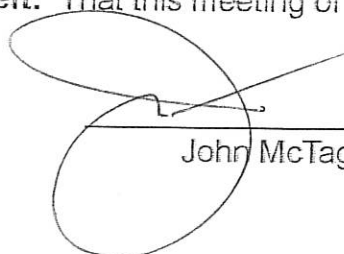
- 9. **Non-Agenda Items:**
- 10. **Standing Items:**
 - i) Speed Signs - Board suggests moving the sign from Kings Highway
 - ii) New OPP Building - Construction start 2019
- 11. **Information/Correspondence Received:**
 - i) Letter received from Minister Marie-France Lalonde - New Police Services Act
- 12. **Next Meeting - June 29, 2018.**
- 13. **In-Camera: Staffing Review**

30/18 R. Wiedenhoeft - A. Hallikas: That this Police Services Board now meet in-camera in order to address a matter pertaining to personal matters about an identifiable individual, including municipal or local board employees. **CARRIED.**

31/18 J. Albanese - A. Hallikas: That the Police Services Board now come out of in-camera at 9:54 a.m. **CARRIED.**

32/18 A. Hallikas - R. Wiedenhoeft: That this meeting of the Board be now closed. **CARRIED.**


 Loreen Holt, Secretary
 /elh


 John McTaggart, Chair

Report on 2018 OAPSB Spring Conference and AGM

By Andrew Hallikas

The focus of the conference was twofold. Day one was primarily spend on Bill 175, The Safer Ontario Act for OPP Governors. Day two was mostly spend on Bill C45, in the form of a Cannabis Legislation Workshop.

There were also other sessions some of which dovetailed nicely with the above two major, pieces of legislation.

There was an excellent session on Implementing Change. This session dealt with: Fake news and Megatrends in changing communications. Fake news isn't new, but it's newly dangerous. It has been around for years, as far back as the American revolution. Now however, Fake news spreads much quicker, due to cell phones and social media. There is a strong correlation between Fake News and the decline of journalism. Local papers are closing at a record rate and so more and more people get their news from social media which is not reliable. This leads to a decline in trust. The problem for all public organizations including policing is how to build trust. Organizations need to show competence and deliver on any promises that they make. They need to provide an experience to the public that when interacting, they can be trusted to act fairly. They must act fairly, even when the public disagrees with them. The highest level of trust is called "Values Trust". This occurs where you share the underlying beliefs of an organization and will support that organization even during a crisis. Trust = Values + Actions. The values of an organization need to align with its actions. Organizations need to be authentic and realistic. The values of an organization inform its choices. Organizations will always face risks, but values assist in mitigating risk. For policing, the highest risk spaces are: Mental health, Indigenous relations, LGBTQ relations and interactions with people of colour. In order to lead in contested spaces, organizations must bring their values to communication. Trust is earned through relationships. Relationship health must be measured. The public must believe that they can influence the organization. The organization must be good at listening. It must build an architecture of listening. It must have a strategy for listening. When you have listening relationships and trust, risks get smaller and opportunities get larger. Most inventive organizations collaborate. They transparently report to their community. An organization must have a strategy to strengthen relationships that will give it credibility in the community.

Three sessions dealt with public-private Sector partnerships. These were presentations by two private security companies, Gardaworld, and the Canadian Corp of Commissionaires. The third company was Accident Support Services International LTD. All three of these companies offer services that can free up front line police officers, by providing personnel that can do certain jobs with non-sworn employees,

at a much cheaper rate. This does fit in with the theme of the conference in that the implementation of Bill C-45 will be expensive for the OPP, in training and other costs.

Accident Support Services has partnered with police in several jurisdictions, Toronto being one of them. They have set up accident reporting and managing depots. If you have an accident you call 911 and the operator determines, if there is significant injury or if a crime has been committed. If this is not the case then you take your car to an accident centre and they fill out all the forms that the police would normally do, they notify your insurance and they photograph the damage. This frees up police officers to spend time on more serious situations.

Gardaworld and the Canadian Corp of Commissionaires are large Canadian security companies. Gardaworld is a for profit company. Corp of Commissionaires is a not for profit company that employs Canadian Veterans. They pay them a living wage that is significantly above minimum wage. They are already performing work for several police services, primarily in the West.

Bill 175

Policing governance will be extended to 200 more communities. Bill 175 is proclaimed effective Jan 1, 2020. Regulations are still to be written, so much is not clear.

A significant amount of time was spent going over changes to The Police Services Act. I will not discuss all of the changes but will highlight a few. What is clear is that all Police Services Board members need to be educated on these changes. And in fact, in the new bill, there is legislated training for all Police Services Board Members. This is going to cost money.

There is an emphasis on equity in policing for all parts of Ontario including First Nations policing, and that Police Services and Police Service Boards must be representative of the communities they serve. There is a need for sensitivity to the pluralistic, multiracial and multicultural character of Ontario society. This will come up later in mandated training. Our Police Services Board is lacking in this area.

Police Services may enter into agreements with for profit entities to provide the following policing functions: Crime scene analysis, forensic identification, canine tracking, technical collision investigation and reconstruction, breath analysis, physical surveillance, electronic interception, video and photographic surveillance and polygraph and behavioural science. This could result in savings that could be used for my front-line officers. None of this is intended to reduce the number of sworn police officers.

Temporary emergency assistance may be provided to another jurisdiction, but it can also be declined, or stopped at the discretion of the Chief. An invoice can be sent for assistance provided.

There is legislation on OPP Detachment Boards and their duties, detachment commanders and their duties, and setting local policies and local action plans.

Ontario Provincial Police Governance Advisory Councils shall be established

There is Legislation governing agreements with First Nations to provide OPP policing and First Nations OPP Boards.

Every Municipal Council shall prepare and by resolution adopt a community safety and well being plan. The OPP detachment Board shall consider any community safety and well-being plan adopted by a municipality or First Nations that receives policing from the detachment.

Training will be compulsory for members of Police Services Board. A member of a police services board shall within a prescribed period complete prescribed training with respect to the role of a police services board, shall complete the prescribed training with respect to human rights and systemic racism, complete the prescribed training that promotes recognition of and respect for I) the diverse, multiracial and multicultural character of Ontario society and II) the rights and cultures of First Nation, Inuit, and Metis Peoples and complete any other prescribed training.

A member of the police services board who does not complete the training referred to shall not exercise the powers or perform the duties of a board member until the training is complete.

Cannabis Legislation Workshop (Bill C-45)

This workshop along with the workshop on Bill 175 comprised the main part of the conference. The Cannabis workshop was put on by Health Canada, The OPP, LCBO, and Private Sector Partners.

Unfortunately, our workshop was cut short a bit, as the LCBO reps were not able to be there for two days in a row.

Health Canada had a logical and well reasoned approach to legalization. Their perspective was from a public health approach. Their aim was to minimize harm and promote the health of Canadians. Their intent was to shift the discussion from criminalization to harm reduction. Their approach is going to be to provide Cannabis education and awareness and to provide clear consistent evidence-based information on health and safety risk of Cannabis usage. They want to support informed choices. They also wish to engage First Nations, Metis and Inuit in the discussions. There is also a desire to keep organized crime out.

There was information presented on what has been learned from jurisdictions such as Colorado that have already legalized Cannabis. Price has tended to go down. Not a huge effect on organized crime. Not much change in the demographics of people who

chose to use Cannabis. Medical usage has gone down as legalization has proceeded. Overall usage has not increased significantly.

The OPP gave an enforcement perspective. The OPP is concerned that there is both Provincial and Federal legislation, but there are no Federal regulations yet.

I was very impressed with the OPP presentation. They were factual, logical and realistic. They had several concerns based on enforcement and enforcement costs. There will be new offences due to this legislation. One of the most concerning in terms of enforcement is driving under the influence of Cannabis (and other drugs). The technology is not completely there yet for detection. An oral fluids screening device exists, which can detect THC in saliva, but it is not sufficient to provide grounds for a blood test. Training cost for new drug detection officers is expected to be high.

The OPP will need to provide training for 5800 officers. The officers will be required to be trained on the new legislation. As well they will have to undergo a "mindset" change when dealing with users of Cannabis. OPP administration constantly emphasized education. Drug recognition officers will also have to undergo training.

Cannabis growers also presented. Their point was that this is a new industry that has never been there. They also echoed the view of the LCBO that the approach is much like that to the years right after prohibition, when the public, legislators and law enforcement were feeling their way. They wish to be seen as responsible and credible corporate citizens.

Judging from the questions asked and in many cases the lack of answers, I would say that a lot of work in terms of education is required on this issue.

**TOWN OF FORT FRANCES
POLICE SERVICES BOARD**

Minutes**Session 6****June 29, 2018**

The regular Meeting of the Police Services Board was held in the Committee Room June 29, 2018 from 8:03 a.m. - 10:07 a.m.

The following members were present: John McTaggart, Rick Wiedenhoeft, Roy Avis, John Albanese and A. Hallikas.

Also Present: Insp. N. Schmidt, S/Sgt. D. McLean and L. Holt Secretary.

1. **Call to order:** Chair called meeting to order at 8:03 A.M.
2. **Non-Agenda Items:**
 - i) East End Crime
3. **Disclosure of Pecuniary Interest:** None identified.
4. **Approval of Agenda:**

33/18 R. Wiedenhoeft - A. Hallikas: That the Police Services Board approve the Agenda as prepared with the addition of the Non-Agenda Item. **CARRIED.**
5. **Approval of Minutes:**

34/18 A. Hallikas - R. Wiedenhoeft: That the Minutes of the Board Meeting being Session No. 5 dated June 1, 2018 having been typed and distributed to the members be approved. **CARRIED.**
6. **Business Arising from Previous Meeting:**
 - i) Letter from Township of Baldwin re Bill C-71, referred from P. Briere, By-Law Enforcement Officer, Planning & Development for consideration.

35/18 A. Hallikas - R. Wiedenhoeft: That the Police Services Board recommend that no action be taken on the request by the Township of Baldwin to cancel Bill C-71 due to lack of clarity. **CARRIED.**
 - ii) Use of Police Facilities during an Election - A Policy will be developed and circulated to Board Members for approval.
 - iii) Zone 1 Ontario Association of Police Services Board - By-Law 1-2000

36/18 R. Wiedenhoeft - A. Hallikas: That the Police Services Board approve the Zone 1 By-Law No 1-2000 as amended. **CARRIED.**

7. **New Business:**

- i) Dragon Boat Races and Tug-of-War - June 30, 2018
Discussion was held and there is concern for safety of boaters and aircraft on the river. S/Sgt D. McLean is going to contact the Couchiching Sheriff to see if they are able to have a boat on the water during the event.

- 8. Inspector N. Schmidt, Detachment Commander - May 2018 OPP Activity Report
 - Community Safety Officer - Media Releases - Crime, Illicit Drugs, Cyber Crime, Human Trafficking, Project Sunset and Impairing driving Campaign
 - OPP/Board/Group Partnerships - watch for Grants/Funding
 - Overpass Traffic

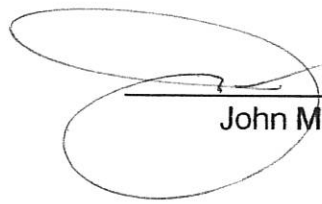
37/18 A. Hallikas - R. Wiedenhoeft: That the Police Services Board receive Insp. N. Schmidt May 2018 OPP Activity Report. **CARRIED.**

- 9. Non-Agenda Items:
 - i) East End Crime - J. Albanese brought the issue of crime in the East End - thefts, vehicle break-ins - Insp. Schmidt commented that people need to report these issues to the OPP - not handle on their own.
- 10. Standing Items:
 - i) Speed Signs - Board suggests moving the sign from Kings Highway
 - ii) New OPP Building - Construction start 2019
- 11. Information/Correspondence Received:
 - Email - Speed Sign Data
- 12. Next Meeting - September 28, 2018.
- 13. In-Camera: Staffing Review

38/18 R. Wiedenhoeft - A. Hallikas: That this Police Services Board now meet in-camera in order to address a matter pertaining to personal matters about an identifiable individual, including municipal or local board employees. **CARRIED.**

39/18 J. Albanese - A. Hallikas: That the Police Services Board ow come out of in-camera at 10:05 a.m. **CARRIED.**

40/18 A. Hallikas - R. Wiedenhoeft: That this meeting of the Board be now closed. **CARRIED.**


Loreen Holt, Secretary
John McTaggart, Chair

/elh
5/07/2018

TOWN OF FORT FRANCES POLICE SERVICES BOARD

Minutes Session 7

August 10, 2018

A Special Meeting of the Police Services Board was held in the Committee Room August 10, 2018 from 9:02 a.m. - 9:39 a.m.

The following members were present: John McTaggart, Roy Avis, John Albanese and A. Hallikas.

Also Present: L. Holt Secretary, D Brown, CAO, E. Slomke, Clerk and K. Lawson, Deputy Clerk/Acting PSB Secretary.

1. **Call to order:** Chair called meeting to order at 9:02 A.M.
2. **Non-Agenda Items:** None
3. **Disclosure of Pecuniary Interest:** None identified.
4. **Approval of Agenda:**

40/18 J. Albanese - A. Hallikas: The the Police Services Board approved the Agenda as prepared. CARRIED.
5. **New Business:**
 - i) Future of the Police Services Board - discussion was held with the CAO, Clerk and the Police Services Board regarding the term of the Board Members appointment - Council Members, Municipal Appointment and Provincial Appointments.
 - ii) Position of Police Service Board Members running for Council - 3 members of the Police Services Board have declared their candidacy for the upcoming Municipal Election.
6. Next Meeting - September 28, 2018
7. In -Camera:
 - i) Personnel Matter

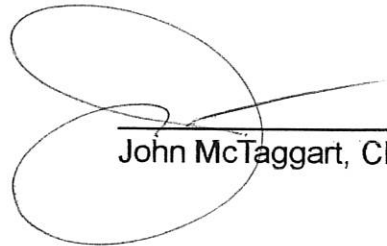
41/18 A. Hallikas - J. Albanese: That this Police Services Board now meet in-camera in order to address a matter pertaining to personal matters about an identifiable individuals, including municipal or local board employees. CARRIED.

42/18 J. Albanese - A. Hallikas: That the Police Services Board now come out of In-Camera. CARRIED.

43/18 A. Hallikas - J. Albanese: That this meeting of the Board be now closed.
CARRIED.



Loreen Holt, Secretary



John McTaggart, Chair

/elh
12/09/2018

TOWN OF FORT FRANCES
ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

MINUTES

October 1, 2018

The meeting of Economic Development Advisory Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on October 1, 2018 from 11:39 p.m. to 12:55 p.m.

PRESENT: G. Rogozinski, Chair, C. Mallory, J. McTaggart, K. Perry, K. McCaig, J. Cumming, R. Avis.

ALSO PRESENT: D. Brown, CAO, T. Drysdale, Consultant, Gurvinder Grewal, Intern (RRFDC) and K. Lawson, Secretary

REGRETS: D. Fortes, M. Caron, G. McBride, J. Gillon, G. Gillon (RRFDC), L. Mose (MNDM)

1. **Call to Order**
2. **Non-agenda Committee items which because of urgency cannot be deferred to a subsequent meeting, identified to be considered later in the meeting.**

2.1 T. Drysdale - Marijuana sales opportunities.

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

4. **Approval of Previous Advisory Committee Minutes**

4.1 September 10, 2018.

McCaig-Cumming: THAT the minutes from the September 10, 2018 regular meeting be approved as distributed.

CARRIED

5. **Items Referred from Council - none**

6. **New Business**

6.1 Introduction of newest RRFDC Intern.
 - Gurvinder Grewal was introduced to the committee as RRFDC's newest intern. He provided members with a short background on himself and looks forward to working and living in Fort Frances.

- 6.2 Municipal Accommodation Tax Levy - Decision of Council.
 - Tannis advised that she had contacted all businesses. She indicated reaction of hotel owners expressed mixed emotions about the MAT. She indicated that the only item businesses wished to have considered was the grandfathering of existing reservations made between October 1, 2018 to August 31, 2019. The monies received from this tax will be used for tourism, economic development, marketing and promotion. She will be meeting with the owners again prior to a draft by-law being reviewed.
- 6.3 Indigenous Partnership.
 - Tannis advised that RRFDC has applied to FedNor and been approved at Stage Two in their development of real business partnerships and partnership mentoring with the Regional First Nations Economic Development Board. RRFDC has offered to share a staff member.
- 6.4 Funding Applications for feasibility study for the Shevlin Woodyard and former Nurses Station (450 Mowat Avenue).
 - RRFDC has prepared and submitted two funding applications, for the town, for the completion of a Land Use/Economic Development Feasibility study of properties recently transferred to the Town from Resolute Forest Products. The two properties are the Shevlin Wood Yard and the property at 420 Mowat Avenue, formerly known as the Mill Nursing Station building. Applications were submitted under the Provincial Government's Rural Economic Development (RED) program and under the Federal Government's FedNor Program. The town estimates the cost to complete the feasibility study at \$150,000.00, with the requested funding applications totalling \$135,000.00. The Town's estimated contribution will be \$15,000.00 plus the cost to prepare a RFP package to retain a Land Use/Economic Development Consultant to complete the study.
- 6.5 Rainy Lake Square Planning - Year 2.
 - Tannis advised that RRFDC is now involved in the planning for the second year of the market. This includes a number of grant applications, outreach and hopeful growth in market vendors as well as square users.
- 6.6 Rainy Lake Market - Year 2.
 -this has been a good year for vendors at the Square. It would appear that the vendors staying after 2:00 p.m. on Saturday was not viable as they were out of product by that time. There was discussion of using the area of the former mill nursing station property for vendor parking. Tannis advised they would look into having a Facebook contest to look for options/ideas for use.
- 6.7 Forest Tenure.
 - The planning for forest tenure changes continues to be moving forward well. Mike Willick reports positive progress at the table. He will be invited to an upcoming meeting of the Committee.

- 6.8 Councillor Perry - items brought forward on behalf of the Town at both NOMA and RRDMA Meetings.
- Councillor Perry provided an update of the information items he brought forward for discussion at both meetings. He identified the need for reviewing tax exempt properties and resource tax for roads.

7. Non-agenda Items

- 7.1 T. Drysdale re: Marijuana Sales Opportunities.
- Tannis will provide a report for an upcoming meeting with respect to the marketing and revenue opportunities surrounding the sale of marijuana.

8. Adjourn - 12:55 p.m. / Next Meeting Date - November 5th, 2018

TOWN OF FORT FRANCESMINUTESSESSION NO. # 77October 2, 2018

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on October 2, 2018 from 12:01 p.m. to 12:34 p.m.

PRESENT: Councillor K. Perry, Chair, Councillor W. Brunetta

ALSO PRESENT: D. Brown, CAO, L. Lindberg, Treasurer, L. Slomke, Clerk (12:01 p.m. to 12:05 p.m.), A. Bisson, (incumbent Deputy Treasurer) and K. Lawson, Secretary

REGRETS: Mayor R. Avis and Councillor G.P. Ryan.

1. Call to Order - 12:01 p.m.

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

2.1 L. Lindberg, Treasurer re: Renewal of Municipal Insurance.

3. Disclosure of pecuniary interest and the general nature thereof

3.1 Councillor Ken Perry disclosed an interest in agenda item 7.7 as the NOMA Board Meeting and FedNor Round Table Meeting Per Diem Claims were his.

3.2 Councillor Wendy Brunetta disclosed an interest in agenda item 7.8 as the NOMA Board Meeting and FedNor Round Table Meeting Per Diem Claims were hers.

4. Approval of Previous Committee Minutes

4.1 Session No. 76 dated September 18, 2018.

Brunetta-Perry: Approved as presented.

CARRIED

5. In-Camera - no items identified

6. Items Referred from Council - no items identified.

7. New Business

- 7.1 Funding Application for Economic Development Feasibility Study for Two Properties Recently Acquired by the Town of Fort Frances.
 - committee recommended submission of funding applications with FedNor and Rural Economic Development Program as outlined in the report and further recommended that once approved, that Mayor and Clerk be authorized to execute funding authorizing agreements.
- 7.2 Upcoming Committee and Council Meeting Dates for 2019.
 - committee recommended adoption of the Committee of the Whole and Council meeting dates for the period January 2019 to December 2019 as attached to this report.
- 7.3 Doug Brown, CAO - Travel Expense Claim - NWO CAO Group, OMAA/FedNor Roundtable.
 - committee recommended approval of the Travel Expense Claim in the total amount of \$191.43 as submitted by D. Brown, CAO for his travel to Thunder Bay for the NWO CAO Group Meeting and OMAA/FedNor Roundtable meeting on September 17-19, 2018.
- 7.4 357/358 Application for Tax Adjustment re: 911 Victoria Avenue N. (2018).
 - committee recommended approval of the adjustment of 2018 taxes under Section 357/358 of the ***Municipal Act*** for property located at 911 Victoria Avenue North for the period September 10-December 31, 2018 due to the house being demolished for rebuild.
- 7.5 357/358 Application for Tax Adjustment re: 1880 McIrvine Road (2018).
 - committee recommended approval of the adjustment of taxes under Section 357/358 of the ***Municipal Act*** for the property located at 1880 McIrvine Road due to several small farm outbuildings being removed from the property prior to the 2018 tax year.
- 7.6 357/358 Application for Tax Adjustment re: 907 Cornwall Avenue (2018).
 - committee recommended approval of the adjustment of taxes under Section 357/358 of the ***Municipal Act*** for the property located at 907 Cornwall Avenue North where the CT section has been removed due to no business taking place at this property.
- 7.7 Councillor Ken Perry NOMA Board Meeting & FedNor Round Table Meeting Per Diem Claims.
 - committee recommended approval of the per diem claim in the amount of \$320.00 as submitted by Councillor Ken Perry for his attendance at the Northern Ontario Municipal Association (NOMA) Board Meeting and FedNor Round Table Meeting held in Thunder Bay on September 18 and 19, 2018.

- 7.8 Councillor Wendy Brunetta NOMA Board Meeting & FedNor Round Table Meeting Per Diem Claims.
- committee recommended approval of the per diem claim in the amount of \$320.00 as submitted by Councillor Wendy Brunetta for her attendance at the Northern Ontario Municipal Association (NOMA) Board Meeting and FedNor Round Table Meeting held in Thunder Bay on September 18 and 19, 2018.

8. Non-agenda Items

- 8.1 Renewal of Municipal Insurance 2018-2019.
- committee recommended renewal of the Municipal Insurance with Frank Cowan Company for the period November 1, 2018 to November 1, 2019 in the amount of \$198,351 plus applicable taxes.

9. Information

- 9.1 2019 OPP Municipal Policing Annual Billing Statement.
- committee received as information.

10. Adjourn - 12:34 p.m. / Next Meeting Date - November 6, 2018

Executive Committee Chair

D. Brown, CAO

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



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

Doug Cuthbertson opened the meeting. The meeting was called to order at 8:01 am. The Agenda and minutes were circulated to the members for review. Members were asked for any agenda additions or conflicts of interest, none were noted. The board welcomed Tanis and Katie to our meeting. Doug explained to Katie what the BIA is and how we operate.

2. Approval of Minutes

B.I.A Board of Management Meeting – 12 September 2018

Copies of the minutes from the 8 August, 2018 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 Scott Krinke-Turvery/Pat Gartshore
TO accept the minutes presented of 8 August, 2018
Also to ratify all motions made on that date.
No against or abstentions
CARRIED

3. Accounts Payable & Financial Report

Motion #2 – John Albanese/Scott Krinke-Turvery
TO accept the total payable for April in the amount of \$926.60
No against or abstentions
CARRIED

4. New Business

1. Stars

5. Additions to Agenda

None

6. Business Arising from the Minutes

Finance and Administration Committee

1. No Report. Doug has gotten the stick from Kim to transfer the books to his computer.

Promotions Committee

1. Back to school was supposed to be running but new script has not yet been received. Scott will be checking with the radio in International Falls re pricing as many of our customers listen to their station as well as B93.

The following are the proposed promotions:

1. Moonlight Madness – Thursday October 25, 2018
2. Girls Night Out – Thursday 15 November, 2018
3. Black Friday – Friday 23 November, 2018
4. Light Up The Tree – 1 December, 2018

THESE DATES ARE SUBJECT TO CHANGE.

Maintenance Committee

1. Doug took a star home and tried to paint it. He then strung it with rope lights and it looks fantastic. Doug will look into having the rest of them painted.

Motion #1 Scott Krinke-Turvery/Pat Gartshore
TO purchase rope lighting for the Christmas Stars.
Also to ratify all motions made on that date.
No against or abstentions
CARRIED

Chamber of Commerce

1. No Report.

New Committee

1. Tanis reported for the new committee. We are not eligible for C-TODS. We can make our own however. Tanis will be contacting business owners to see who may be interested.
2. Market Saturday will remain open until 30 September. There has also been talk about moving Market Thursday to Tuesday afternoons and evenings.
3. They are also considering adding the 4% hotel tax in Fort Frances.

Board of Management Meeting –12 September 2018

Page 2 of 3

Social Media

1. No report. Kim will be giving Doug access to the web site.

7. Old Business

1. Doug fixed the bench in front of the CIBC. Great job Doug!!

8. New Business

None

Setting of Next Board Meeting

Motion # 4 Scott Krinke-Turvey

To close the meeting

No against or abstentions

All in agreement – CARRIED

The next meeting date will be 14 November 2018 at 8 a.m. at the RRFDC board office above the Credit Union on First Street East.

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

Meeting closed at 8:45 am.

A handwritten signature in black ink, appearing to be 'Scott Krinke-Turvey', written in a cursive style.

TOWN OF FORT FRANCESMINUTESSESSION NO. #012October 4, 2018

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on October 4, 2018 from 8:30 a.m. to 10:00 a.m.

PRESENT: Ken Perry, June Caul, Doug Brown and Travis Rob.

ALSO PRESENT: Tara Allaire (8:30 a.m. to 9:00 a.m.)

1. Call to Order

The meeting was called to order at 8:38 a.m.

2. Disclosure of pecuniary interest and the general nature thereof

None

3. Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on September 19, 2018 - the minutes were approved as amended.

4. Non-agenda Items

4.1 Whitefish Bay First Nations Landfill

5. Items Referred from Council

5.1 Request from the Municipality of Emo for Recycling Services - the administration report was approved as presented. (Tara Allaire present from 8:30 a.m. to 9:00 a.m.)

5.2 Whitefish Bay First Nation Landfill Request - a verbal update on conversation with MOECC.

6. New Business

6.1 Award of Tender 18-OF-08 - Heavy Duty Tandem Drive Articulated Grader - the administration report was approved as presented.

6.2 Changes to the Minimum Maintenance Standards - Staffing Requirements - the administration report was approved as recommended.

7. Information

- 7.1 Tonnage at the Landfill Site - updated September 25, 2018 - the Landfill statistics were reviewed and will be forwarded to Council as information only. No further action required.

8. Adjourn / Next Meeting Date

The meeting adjourned at 10:00 a.m.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCESMINUTESSESSION NO. #067October 1, 2018

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Museum on October 1, 2018 from 10:30 a.m. to 12:11 p.m.

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

ALSO PRESENT: Bill Morrison, George Harnett, Elaine Fischer, Randy Thoms

1 CALL TO ORDER (Session # 067)

Chairperson W. Brunetta called the meeting to order at 10:36 a.m.

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

- approved without revision

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

- NIL

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - September 4, 2018 -
approved as circulated.

5 NEW BUSINESS

5.1 Adult shinny fee - Bill Morrison - The Community Services Executive Committee recommends to Council to sanction an adult shinny user fee of \$3/person during non-prime time hours.

5.2 Youth Centre - Elaine Fischer, Northwestern Health Unit - The Community Services Executive Committee recommends to Mayor and Council to agree in principle for potential in-kind use of the East End Hall to operate a drop-in centre pilot program for local youth.

5.3 Fort Frances Senior Centre - SALC Transfer Payment Agreement - The Community Services Executive Committee recommends to Mayor & Council to endorse the Ontario transfer payment agreement for the Seniors Active Living Centres Program at the Fort Frances Senior Centre and authorize execution of the agreement.

- 5.4 Canada Day (Fun In The Sun) Committee Request - The Community Services Executive Committee recommends to Mayor & Council to approve use of the East End Hall by the Canada Day Committee at no charge on the dates requested.

6 ITEMS REFERRED FROM COUNCIL

- 6.1 Fort Frances Senior Center Board of Management - Facility Acquisition - The Committee would like to see data on the need for expansion/relocation to justify any further action or recommendation to Council on the matter. The CS Division Manager will inform the Senior Centre Board at their next meeting.

7 NON-AGENDA ITEMS

- NIL

8 INFORMATION

- 8.1 Next meeting date - November 5, 2018 (Memorial Sports Centre)

9 ADJOURNMENT

There being no further matters before the committee at this time, the meeting was adjourned at 12:11 p.m.

W. Brunetta, Executive Committee Chair

J. Kabel, Manager of Community Services