

TOWN OF FORT FRANCES

AGENDA - December 10, 2018

MEETING - Council Chambers , Civic Centre

Page

1. COUNCIL MEETING

(Session No. 002) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Prayer

1.3 Non-agenda items identified to be considered later in this meeting

1.4 Disclosure of pecuniary interest and the general nature thereof.

2. Delegations/Deputations:

2.1 2019 Budget Submissions in person

4 - 7

1) Merv Ahrens - Tree Matters

2019 Budget Submissions (written)

1) Dave Coats - Fun in the Sun Committee - Fireworks Contribution

2) Amy Marchuk, Elizabeth Street Resident - North End Road Upgrades

2.2 S. Noonan, La Place Rendez-Vous re: Municipal Accommodation Tax (7:30 p.m.)

8

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Letter dated November 26, 2018 from J. Myers, Second Street Resident re: Columbarium at Riverview Cemetery

9

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

3.3 Letter dated November 23, 2018 from R & M Gushulak and D & R Broman re: Property Development off Colonization Road

10 - 11

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

3.4 Letter dated November 12, 2018 from B. Tookenay, CEO, Seven Generations Education Institute re: Congratulations and Invitation

12 - 13

	Page
- will be received with thanks and further coordination of invitation will be completed through the Mayor's office.	
3.5 Letter dated November 1, 2018 from K. Charlebois, Events and Office Coordinator, Alzheimer Society re: Proclamation and Flag Raising	14
- will be advised of Council's proclamation and flag raising will be coordinated through the Mayor's office.	
3.6 Letter dated December 6, 2018 from D. Maxey, Choir Director re: Request for Support	15
- will be referred to the Administration & Finance Executive Committee for recommendation.	
4. <u>Approval of Council Minutes: *</u>	
4.1 Session No. 096 dated November 26, 2018 and Session No. 001 dated December 3, 2018	
5. <u>Approval of Committee of the Whole Minutes: *</u>	
5.1 Session No. 139 dated November 26, 2018	
6. <u>Resolutions from tonight's Committee meeting</u>	
7. <u>By-Laws:</u>	
7.1 By-law 21/14-I being a by-law to amend by-law 21/14, for the regulation of traffic on the highways and regulating the use of highways by pedestrians or vehicles within the Municipality. (sidewalk closure)	16
7.2 By-law 53/86-A being a by-law to amend by-law 53/86 to authorize participation in the Ontario Municipal Employees Retirement System in respect to its councillors.	17
7.3 By-law 02/10-E being a by-law to amend by-law 02/10-D a by-law for the purpose of fixing remuneration and benefits for elected officials.	18 - 20
7.4 By-law 60/18 being a by-law to impose certain user fees.	21 - 45
7.5 By-law 61/18 being a by-law to appoint a Treasurer and Deputy Treasurer for the Town of Fort Frances.	46
7.6 By-law 62/18 being a by-law to authorize execution of a site plan control agreement as a condition of development with Good Day Wholesalers (Crozier) Ltd.	47 - 65
8. <u>New Items:</u>	
8.1 Letter dated November 15, 2018 from Township of LaVallee re: Rainy River District Social Services Administration Board Appointee	66 - 67

	concerns	Page
8.2	2019 ROMA AGM & Annual Conference - resolution will be considered regarding Council's attendance.	68
8.3	Notice of upcoming Rainy River District Municipal Association AGM & Conference (January 19, 2019) - resolution will be considered regarding Council's attendance.	69 - 73
9.	<u>Information Correspondence:</u>	
9.1	AMO Communications - Government Announces New Social Assistance Reform Plan - Ontario Government Releases New Environment Plan for Consultation	74 - 80
9.2	Letter from Town of Kearney re: Resolution about Municipal Voters' List	81
9.3	Letter from Ontario Good Roads Association (OGRA) dated November 20, 2018 re: Nominations	82 - 84
9.4	Letter from Ministry of Municipal Affairs and Housing dated December 5, 2018 re: Provincial Reporting Burden	85
10.	<u>Minutes:</u>	
10.1	Administration & Finance Executive Committee Minutes - November 20, 2018	86 - 87
10.2	Planning & Development Executive Committee Minutes - November 19, 2018	88 - 89
10.3	Operations & Facilities Executive Committee Minutes - November 21, 2018	90 - 91
11.	<u>Non-agenda Items</u>	
12.	<u>ADJOURNMENT</u>	
13.	<u>* Previously distributed to Council</u>	

DATE: Dec. 10, 2018

RE: Citizen Input - 2019 Budget - Town of Fort Frances

SUBMITTED BY: Merv Ahrens

ENSURING A SAFER & GREENER FUTURE

Town of Fort Frances

Although our town was designated by WHO a “Safe Community,” and it received the provincial award “Age-Friendly Community,” I believe there is still plenty of work to be done.

ISSUES & BUDGET SUGGESTIONS

1) Need for improved pedestrian sidewalks and highway crossings

SUGGESTIONS re Pedestrian Safety:

- i) “Countdown” pedestrian lights at Central Ave. and 2nd St. & at Keating Ave and Highway 11 & 71
- ii) Continuous sidewalk along the north part of #11 & 71 West near the Husky station
- iii) Extend sidewalk north along Keating Ave. for increased student numbers that will be attending the new Separate School on Flinder’s Ave.
- iv) More crosswalks with proper signage and lights – Timi’s , Legion, etc.
- v) Chain-link safety fencing along north edge of Legion Park

2) **TREES for the FUTURE**

- i) Establish a budget for annual tree planting to increase the town's "Green Canopy" along streets, boulevards and parks
- ii) Replace every dead/removed tree with a "wicketed" new one
- iii) Keep existing trees healthy by protecting them from vehicular traffic (using cabling, cribs, etc.)
- iv) Provide guidance to home owners re importance of tree planting and encourage such on private property

December 1, 2018

Mayor and Council,

Thank you for accepting my written submission for consideration in the 2019 municipal budget.

The Town of Fort Frances generously contributed \$7,500 to the Canada Day fireworks show held on July 1, 2018. Over the past several years we have been able to increase our budget through the contributions of the Town of Fort Frances and many local sponsors. This increased budget has allowed us to put on fireworks displays that are the best the town has ever seen. To allow us to continue to put on top quality displays to end one of the biggest public gatherings of the year, I would ask Mayor and Council to consider once again contributing \$7,500 towards the purchase of fireworks products. We will also pursue additional funds through federal and provincial grants, local sponsors and fundraising.

If you have any questions or would like further information regarding any aspect of the show, please contact me at 275-9481 or by email at dcoats@nwhu.on.ca.

Thank you for your consideration.

Dave Coats

Fun in the Sun Committee

December 5, 2018

The Corporation of the Town of Fort Frances
P. O. Box 38
Fort Frances, Ontario
P9A 3M5

Attention: Mayor Caul and Council

Dear Mayor Caul and Council:

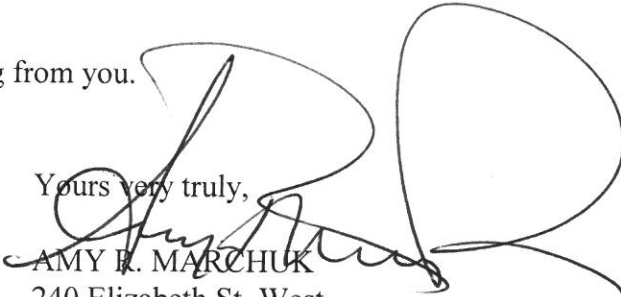
RE: Road Upgrade - Elizabeth St. West and York Avenue N. (Fifth St. W to Sixth St. W)

Further to my September 19, 2017 request for budget consideration, copies of which the town has on record, I am again requesting that our petition for the upgrade of the above mentioned roads, which should include curb and gutter be a top priority for the 2019 road budget.

I note, I was invited this year to come to a meeting to discuss the road and why it was not being included in the 2018 budget, but I received the 1 day notice telephone message while I was away on holidays and did not hear the message until my return, long after the scheduled meeting. Please correspond with me in the future by letter or email at (amy@lgphillipslawoffice.com and toddamy83@hotmail.com).

Thank you and we look forward to hearing from you.

Yours very truly,



AMY R. MARCHUK
240 Elizabeth St. West
Fort Frances, Ontario
P9A 3E1
(807) 274-8525 work

From: [Sarah Noonan](#)
 To: [Lisa Slomke](#)
 Date: Thursday, December 6, 2018 11:52:49 AM

December 6, 2018

Mayor and Members of Council:

As business owners and commercial tax payers within the town of Fort Frances we would like to express our dismay with council's decision to hastily implement the 4% accommodations tax without sufficient dialogue and a more reasonable time line for doing so.

Having a representative visit a few of the businesses affected the week before passing a motion to implement this tax by [January 1, 2019](#) does not constitute proper consultation. A meeting with all those affected should have been organized to obtain input to the plan and the timing of executing it.

Since the passing of this motion, there have been two meetings with the implementation committee and local hotels, however many concerns and questions persist:

- Why are these monies are needed? What assessments were completed to justify this need?
- How will the success of this tax be measured?
- What justification to 4%; why not 2% or 3%?
- What adjustments and costs to administrative infrastructure are required by the businesses affected to implement this new tax?
- How will our customer base accept this tax?
- What say will these accommodation businesses have in how these monies are spent? Why 50% for tourism and not 100%?
- What government agencies are exempt from this tax?

We are requesting that the implementation of this new tax be postponed until such time as the above concerns may be properly addressed. We are supportive of initiatives that support tourism and our local economy and appreciate a partnership to work towards this goal. Thank you for your consideration on this matter and await your response.

Respectfully,

Sarah Noonan - La Place Rendez-Vous
 Wade Friesen - The Sleepy Owl
 Bryce Campbell - Copper River Inn

Sent from my iPhone



November 26, 2018

Council,
Town of Fort Frances

Dear Council;

As many of our councillors will be entering a well earned retirement from public service I personally would like to offer my sincere thanks for a job well done.

To our new counsellors thank you for your willingness to serve.

Due to the passing of my wife in December of 2017 I have had to look for burial space and I guess I left this duty unfilled too long, never expecting time for this preparation was so seriously short. When I considered all available options, I found I would be most at peace if space had been available in the columbarium in the Riverview cemetery

My request: Would council consider the possibility of constructing another columbarium or a set of columbariums at Riverview Cemetery. In preparation for this consideration perhaps council would establish a list for people to express interest, demand could then be measured and a plan developed. A list could be made available at the main desk and managed by the staff currently managing cemetery matters.

For my interest, I would be willing to place a deposit with the town for future development.

I realize that there is still space in the columbarium at the old cemetery but when one's entire family is interred in one cemetery it makes internment in another cemetery less attractive.

Would you consider my request in the future as council moves forward in the new year.

Thank you for your consideration.

Sincerely yours,

John Myers
428 2nd Street E.
Fort Frances, On, P9A 1N1

November 23/2018

Mayor and Council,

First of all congratulations to all of you on your being elected to the Council for the Town of Fort Frances.

As you all know the Town is in need of building lots for the present and for any growth in the future. We believe that we have the property that would help to alleviate this problem but we need your help.

The property is located off Colonization Road in the west end of town. It is 22 acres with 1000 feet of frontage on the River.

It has ample space for at least 50 lots but we are looking at developing the property into approximately 20 larger estate lots with more emphasis on Country living inside the Town limits.

We would have town water but if approved we would use septic field sewage systems thus putting less strain on the sewage plant and the Town's infrastructure.

If allowed curb and gutter would be replaced with culverts and ditching. Blacktop would be instead of pavement.

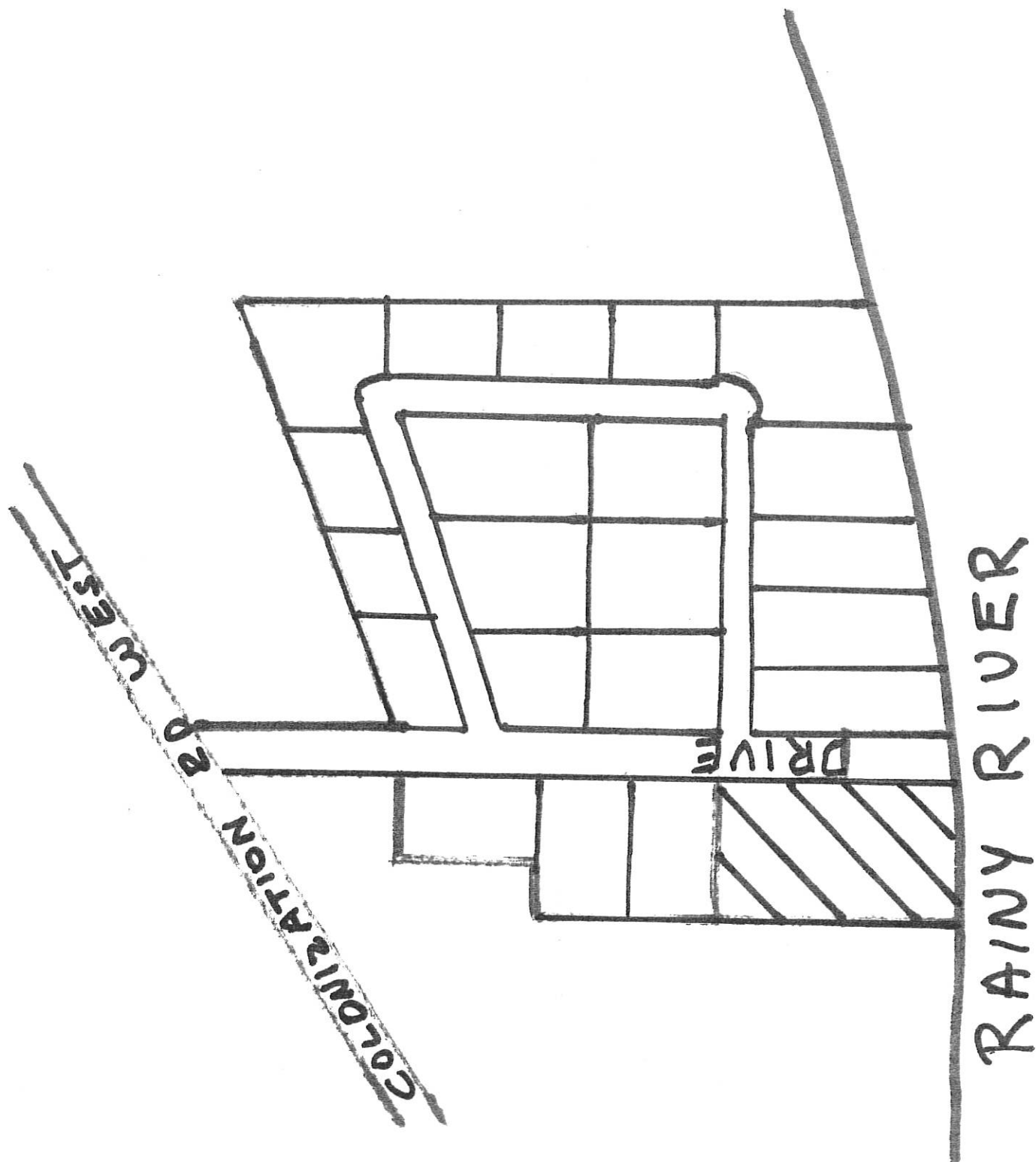
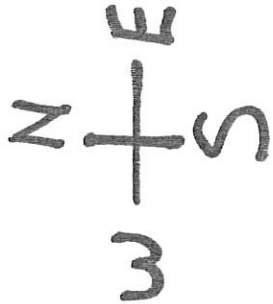
This development of lots in Town would definitely help the tax base and it would give present and future residents a place to call home.

We look forward to any help that you could give us in this in this project.

Thank you

Rob and Marg Gushulak

Dave and Roz Broman





November 12, 2018

To Mayor June Caul and Council:

I would like to take this opportunity to congratulate you and your council on your recent municipal election success. In looking at the diversity that the new mayor and council have, it will be exciting times for the town of Fort Frances and its neighbouring communities.

Seven Generations Education Institute has been in operation for over 33 years in the Treaty #3 area. We have been delivering programs and educational supports from daycare/head start programs right through to graduate level programs. We have strong partnerships with the RRDSB, industry and businesses, as well as mainstream post secondary organizations throughout Ontario.

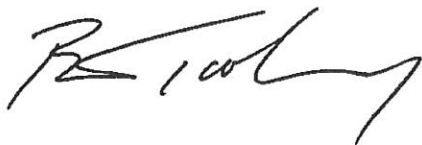
As Chief Executive officer I would like to invite you and your council to tour the new facility that is currently being constructed on Agency One land. The new facility is set to open early in 2019. It is an important time for not only our First Nation communities but also for our municipalities in the Treaty #3 area as we all need to help develop a skilled workforce to support the labour shortage our businesses, industries, and municipalities currently face.

Seven Generations Education Institute also worked with the Fort Frances economic development committee and provided a cultural engagement session for them. We would like to continue to build upon the success of this session and further the development of a positive working relationship with yourself and the new council. I would also make myself available to attend one of your meetings to further discuss how Seven Generations Education Institute can help support the people of Fort Frances in training and educational opportunities. It would give yourself and the council a chance to ask any questions they may have in regards to Seven Generations Education Institute.

In closing I would like to thank you for your time and say congratulations once again on your success. I truly believe if we can work together towards a common goal for the people of Treaty #3, then we would be fostering the development of good

relationships between Indigenous and Non Indigenous people. Please feel free to contact me at brentt@7generations.org or 807 274 2796.

Miigwech,

A handwritten signature in black ink, appearing to read 'Brent Tookenay', written in a cursive style.

Brent Tookenay
CEO
Seven Generations Education Institute

Société Alzheimer Society

KENORA/RAINY RIVER DISTRICTS



Alzheimer Society of Kenora/Rainy River Districts

618-9th Street N.
Kenora, Ontario P9N 2S9
Tel: (807) 468.1516
Toll-Free: 1.800.682.0245
Fax: (807) 468.9013
www.alzheimer.ca/krr
info@alzheimerkrr.com

Charitable Business Number:
88961-4970-RR0001

November 1, 2018

Dear Mayor-Elect Ms. June Caul:

The Alzheimer Society of Kenora/Rainy River Districts is a local not-for-profit organization that is dedicated to offering support services for persons with dementia, their families, and partners in care. We also provide public education to the general public and other health care providers. Join us by helping increase awareness and offer public education about Alzheimer disease and related dementia.

January is National Alzheimer Awareness Month, and this year we are promoting the **#IlivewithDementia** campaign which focuses on spreading awareness and increasing understanding. That's why we're shining a light on the facts about people living with Alzheimer's and other forms of dementia. We're challenging misconceptions so that the stigma that surrounds the disease can be reduced.

"I live with Dementia. Let me help you understand."
<https://ilivewithdementia.ca/>

We would appreciate if you could proclaim January 2019 "National Alzheimer Awareness Month" to be established on behalf of the City of Fort Frances, ON. We would also like permission to have the Alzheimer Society flag raised on the pole outside the Municipal Office for the month of January. We would lastly request that a photo be taken with you, the Mayor, and an Alzheimer Society member for the newspaper and to be posted within our organization.

Please inform me of the days you are available for this photo and we will do our best to fit your schedule.

Sincerely,

Katelyn Charlebois, Events and Office Coordinator

321 Kerr Place,
Fort Frances, ON
Dec. 6, 2018

Dear Mayor + Council,

The Christmas season is upon us and this year, the Fort Frances Chorale will be performing our Christmas Cantata entitled "Good News from Home" on Dec. 9th at Zion Lutheran Church in International Falls and Dec. 16th at our Townshend Theatre in Fort Frances. As you know, we are a non-profit community choir and solely depend upon donations to sustain our performances.

I am requesting, on behalf of the choir, any financial assistance that you might be able to provide to help with our rental of Townshend. Your previous support was very much appreciated.

Thanking you in advance for considering our request.

Sincerely,
Diane Moxey
(Choir Director)

TOWN OF FORT FRANCES

BY-LAW NO. 21/14 - I

(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 November 26th, 2018, Council approved a report from the Planning & Development Executive Committee recommending an amendment to the Traffic Control By-law #21/14 regarding the addition of a sidewalk closure for snow deposit section and addition of Schedule “Z” listing the sidewalk closures.

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

Section 12.4

Sidewalk Closures for Snow Deposit – The closure of sidewalks within the Town of Fort Frances is set-out in Schedule “Z” attached hereto and designate the closure of sidewalks for a specified time period.

TOWN OF FORT FRANCES

BY-LAW NO. 21/14

SIDEWALK CLOSURES

SCHEDULE “Z”

<u>NO.</u>	<u>STREET</u>	<u>SIDE</u>	<u>BEGINS</u>	<u>ENDS</u>
1.	Front Street & Colonization RD. E. (Asphalt Topped)	South	October 15 th	April 15 th

READ THREE TIMES and finally passed in open Council this 26th day of November 2018.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO . 53/ 86 - A

(Being a by-law to authorize participation in the Ontario Municipal Employees Retirement System in respect to its councillors.)

WHEREAS pursuant to Section 14 of The Ontario Municipal Employees Retirement System Act, R.S.O ., 1980, as amended , a municipality may , by by-law , elect to participate in The Ontario Municipal Employees Retirement System in respect to its councillors and pay to the Fund the total of the employer and member contributions , and has all the powers necessary and incidental thereto :

NOW THEREFORE the Council of the Corporation of the Town of Fort Frances HEREBY ENACTS as follows: - amend Item 3 as follows

3. Every person who becomes a councillor after the effective date may become a member on the date on which they become a councillor, or at any time during which they serve as a councillor, provided they are eligible to do so.

This by-law shall come into full force and effect upon the final passing thereof.

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

_____ MAYOR

_____ CLERK

TOWN OF FORT FRANCES**BY-LAW NO. 02/10 - E**

(Being a by-law to amend By-Law No. 02/10 - D a by-law for the purpose of fixing remuneration and benefits for elected officials.)

WHEREAS on December 10, 2018, Council approved a report dated December 5, 2018 from the Human Resources Manager pertaining to per diem allowances and annual remuneration for members of Council.

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

1. That Schedule "A" to By-Law No. 02/10 - D be struck out and replaced with Schedule "A" attached hereto and forming part of this by-law.

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

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

TOWN OF FORT FRANCES BY-LAW NO. 02/10-E SCHEDULE 'A'

It is recognized that becoming a member of council requires dedication and a significant time commitment in order to fulfill the role. It is this time commitment that may be a deterrent to attracting members of the community who are employed and who may have to take time off of work in order to fulfill their commitment as an elected official. Below is an outline of the terms and conditions regarding Councilor Remuneration.

1. REMUNERATION

Starting **January 1, 2019** members of Council shall receive the following annual remuneration:

Mayor:	\$26,689.00+ Management / Non-Union Increase to be applied retroactively
Councilor:	\$13,925.00+ Management / Non-Union Increase to be applied retroactively
Deputy Mayor	\$15,665.00+ Management / Non-Union Increase to be applied retroactively

Council will receive additional increases that match the timing and increments identified in the Management/Non-Union Salary Administration Policy.

Council remuneration shall be reviewed in the last year of the term of Council to be in effect upon the following term of council.

~~Pursuant to Section 255(2) of the Municipal Act as amended, one third (1/3) of the monthly remuneration of Council members as authorized during each term of Council shall be deemed as expenses incident to the discharge of their duties as members of Council.~~

2. BENEFITS

The current package of group benefit coverage as provided to the Management / Non-Union group of employees shall be made available to the elected officials at 100% cost recovery from the respective participating member. This includes Extended Health Care, Dental, Vision, Travel and Semi-Private Hospital Coverage or equivalent.

In addition, the following Life Insurance coverage shall be made available at a 100% cost recovery from the respective participating member: Life Insurance \$60,000; Spouse \$5,000; each child \$2,500 - 14 days to age 21 (25 if in University or College); optional additional coverage is also available.

By-Law No. 53/86-A authorizes participation in the Ontario Municipal Employees Retirement System by Members of Council.

3. TRAVEL ALLOWANCE

Members of Council will follow the Corporate Travel Policy and the meal allowance rates as outlined within. Under the policy, the meal allowance is payable without receipts. However, there may be circumstances where costs exceed the daily rate. Therefore, members of council (and Administration if traveling with members of Council) may claim additional reimbursement. If more than the *daily rate* is claimed by members of Council attending a full day of Municipal business, then receipts for the entire day must be submitted.

4. PER DIEM ALLOWANCE

Time spent as an appointed member of a Board / Committee / or for Council meetings is within the scope of duties of a member of Council and therefore the per diem is not applicable. In order to clarify and ensure consistency, the per diem will be allocated as stipulated below:

1. Attendance at meetings, conferences, conventions, training courses, school or seminars, including travel time to / from destination (if applicable) for which attendance has been duly authorized, or;
2. Additional time spent in the performance of Council business outside the regular duties of a member of Council (regular duties also include those duties as an appointed member of a Board

- / Committee / and Council meetings) and that attendance and per diem has been duly authorized by resolution of Council or Board;
3. The per diem payment is to be made in the amount of \$160 for a full day (5 hours or greater) or \$80 for a half day (1 hour or more but less than 5 hours).

Individuals appointed, elected, or otherwise, who are serving on District Boards or similar organizations and whom the Town has sanctioned, shall utilize the policy of such organizations.

For clarification, below is a list of boards and committees and whether or not the Town's per diem allowance would apply to members of Council attending such meetings.

APPLICATION OF PER DIEMS FOR ATTENDANCE AT MEETINGS

	YES	NO
REGULAR COUNCIL and SPECIAL COUNCIL		X
SPECIAL COUNCIL – BY RESOLUTION	X	
REGULAR COMMITTEE OF THE WHOLE and SPECIAL COMMITTEE OF THE WHOLE		X
SPECIAL COMMITTEE OF THE WHOLE – BY RESOLUTION	X	
EXECUTIVE COMMITTEES		X
BIA BOARD OF MANAGEMENT		X
CITIZEN OF THE YEAR		X
COMMUNITIES IN BLOOM		X
COURT OF REVISION		X
CUPE NEGOTIATING COMMITTEE		X
ECONOMIC DEVELOPMENT ADVISORY		X
DOWNTOWN CORE COMMITTEE		X
REGIONAL VALUE ADDED FORESTRY		X
CHAMBER OF COMMERCE BOARD OF DIRECTORS		X
PUBLIC LIBRARY BOARD		X
FORT FRANCES MUNICIPAL NON PROFIT HOUSING		X
FORT FRANCES POLICE SERVICES BOARD		X
FIRE FIGHTERS ASSOCIATION NEGOTIATION COMMITTEE		X
FORT FRANCES VOLUNTEER BUREAU		X
HIRING COMMITTEE		X
MOFFAT FAMILY TRUST STEERING		X
MUNICIPAL CONTROL GROUP		X
MUSEUM & CULTURAL CENTRE ADVISORY		X
NOMA CROWN LAND DEVELOPMENT		X
NORTHWESTERN HEALTH UNIT		X
RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BD.		X
SALARY STRUCTURE & ADMINISTRATION PRACTICES CMT.		X
SISTER KENNEDY CENTRE BOARD OF MANAGEMENT		X
ST FRANCIS SPORTS FIELD MANAGEMENT		X
SUGGESTIONS AWARDS		X
THEATRE MANAGEMENT ADVISORY		X
FIRST NATIONS RELATIONS ADVISORY		X
FORT FRANCES POWER CORPORATION		X
RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION (AGM & EXECUTIVE MTGS ONLY)	X	
KIWANIS SUNNY COVE CAMP ADVISORY		X
REGIONAL ECONOMIC DEVELOPMENT COMMITTEE	X	
DOCTOR RECRUITMENT		X
FORT FRANCES COMMUNITY CLINIC INC.		X
NOMA (ANNUAL MEETING, EXECUTIVE MEETING, REGIONAL FALL CONFERENCE)	X	
OTHER SPECIAL FUNCTIONS AS APPROVED BY RESOLUTION	X	

TOWN OF FORT FRANCES

BY-LAW NO. 60/18

(BEING a by-law to impose certain user fees)

WHEREAS on November 26th, 2018, Council approved increases to certain user fees to be in effect January 1, 2019 and directed that this by-law be prepared to adopt the schedule of 2019 fees.

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

1. That Town of Fort Frances Schedule of Fees Index and Schedule of Fees attached hereto as Schedule “A” to this By-law be approved.
2. The fees and charges provided in Schedule “A” to this By-Law, as may be amended from time to time, shall prevail over any like fees that may be provided for in any other By-Law enacted by Council for the Town of Fort Frances.

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

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

J. Caul, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES
BY-LAW NO. --/18
2019 SCHEDULE OF FEES

<u>Index</u>	<u>Page</u>
 Schedule "A"	
 Administration and Finance Division	
Licences	
Annual Fees	1
Business	1
Lottery	2
Other Charges	2
Tax Sale - Administrative Charges	3
Emergency Services	Schedule "B"
 Planning and Development Division	
Administration Fees	3
Animal Control	4
Application for Deferral of Revocation	4
Building/Demolition Permits	3
Change of Use	3
Church Loading Zone - Annual Fee	4
Impoundment Fee- Vehicle, Trailer and Boat	5
Loading Zone - Annual Fee	4
Metered On-Street Parking	4
Moving Permit Fees	4
Planning Fees	4
Plumbing Inspection	3
Portage Avenue Municipal Parking Lot	4
Private Parking Spaces (Rented)	4
Refund of Fees	4
Residential Demolition	3
Sign Permit Fee	4
Swimming Pool Fencing Permit Fee	4
Transfer of Permit Fee	4
 Community Services Division	
Arena Floors (no Ice)	7
Auditorium	7
Ball Diamonds / Soccer Fields	7
Day Care	5
East End Hall	7
Fort Frances Public Library	9
Memorial Arena	5
MSC Conference Meeting Rooms	7

<u>Index</u>	<u>Page</u>
Museum and Cultural Centre	11
Other Courses & Services	7
Pool Rentals	6
Pool/Fitness Centre	5
Sister Kennedy Centre	10
Sorting Gap Marina	8
Summer Youth Programs	8
Sunny Cove Camp	10
Swimming Lessons	7
Townshend Theatre	8
 Operations and Facilities Division	
Airport	12
Cemeteries	Schedule "E"
Parks	13
Private Work	11
Stores, Backyard Composters	12
 Landfill Tipping Fees	 Schedule "C"
 Sewer & Water	 Schedule "D"

TOWN OF FORT FRANCES
2019 SCHEDULE OF FEES BY-LAW ____/18

All Rates are effective January 1, 2019, unless otherwise noted.
HST is noted per line or per section as applicable.

1.0 Administration and Finance Division

1.1 Licenses - Annual Fees (unless otherwise noted)

		2019	
		Resident	Non-Resident
1.1.1	Public Halls		
1.1.1.1	Public Halls - Limited	40.60	
1.1.1.2	Public Halls - Transfer of License - One Time Fee	20.35	
1.1.2	Taxi Driver	32.90	
1.1.3	Taxi/Chauffeur Operator's I.D. Card (New or Replacement)	15.00	
1.1.4	Taxi Owner's License		
1.1.4.1	For Each On-Street Taxi-Cab	406.95	
1.1.4.2	For Each Off-Street Taxi-Cab	151.60	
1.1.4.3	For Each Transfer of License - One Time	64.30	
1.1.5	Taxi Owner Business Licence	46.90	
1.1.6	Limousine Owner's License		
1.1.6.1	For Each Vehicle	128.50	
1.1.8	Business Licenses		
1.1.8.1	Adult Live Entertainment Parlours	461.20	
1.1.8.2	Auctioneer	46.90	166.25
1.1.8.3	Billiard Hall or Pool Tables (each Table)	46.90	
1.1.8.4	Bowling Alley (each Lane)	46.90	
1.1.8.5	Community Events	197.85	
1.1.8.6	Eating Establishments		
1.1.8.6.1	Restaurants	46.90	
1.1.8.6.2	Food Shops	46.90	
1.1.8.6.3	Groceries	46.90	
1.1.8.6.4	Bakery	46.90	
1.1.8.6.5	Meat Vendor	46.90	
1.1.8.6.6	Deli	46.90	
1.1.8.7	Hairstyling Shops	46.90	
1.1.8.8	Local Retailers (Retail Sales)	46.90	
1.1.8.9	Hawker & Peddler		
1.1.8.9.1	Hawker & Peddler Class 1 (day sales)	172.55	
1.1.8.9.2	Hawker & Peddler Class 1 - Each Additional Day	78.65	
1.1.8.9.3	Hawker & Peddler Class 2 (seasonal sales)	46.90	166.25
1.1.8.9.4	Hawker & Peddler Class 3 (door to door sales)	59.55	166.25
1.1.8.9.5	Hawker & Peddler Class 4 (door to door sales person)	59.55	166.25
1.1.8.9.6	Hawker & Peddler Class 5 (antique/collectible)	59.55	166.25
1.1.8.9.7	Hawker & Peddler Class 6 (craft shows)	59.55	166.25
1.1.8.9.8	Hawker & Peddler Class 7 (trade shows)	172.55	
1.1.8.9.9	Hawker & Peddler Class 7 - Each Additional Day	78.65	
1.1.8.9.10	Hawker & Peddler Class 8 (flea markets)	26.90	166.25
1.1.8.9.11	Hawker & Peddler Class 9 (general not including above)	46.90	166.25
1.1.8.10	Motor Vehicle Towing	45.90	166.25
1.1.8.11	Photographer	46.90	166.25
1.1.8.12	Places of Amusement	46.90	
1.1.8.13	Plumbing Contractors & Plumbers	46.90	461.90
1.1.8.14	Public Garage (automotive rental, sales, & service)		
1.1.8.14.1	Motor Vehicle Service Station	46.90	
1.1.8.14.2	Public Garage (see classes 1 - 7)	46.90	
1.1.8.15	Refreshment Vehicles	59.55	166.25
1.1.8.16	Mobile Food Vending	197.85	
1.1.8.17	Second Hand Dealers or Salvage Yard Operators	46.90	166.25
1.1.8.18	Tattoo Parlour, Body Piercing, Electrolysis	46.90	166.25
1.1.8.19	Laundries and Laundromats	46.90	

			2019	
			Resident	Non-Resident
1.1.8.20	Newspapers and Magazines		172.55	
1.1.8.21	Old Gold and Silver Dealers		46.90	
1.1.8.22	Trades and Occupations		46.90	461.90
1.1.8.24	Pawnbroker		46.90	
1.1.8.25	Wholesale Fruit, Vegetables, etc.		46.90	185.20
1.1.8.25.1	Ontario Residents		46.90	185.20
1.1.8.26	Professions		46.90	166.25
1.1.8.27	Transient Traders			657.65
1.1.8.28	Transportation including bussing but excluding taxis		46.90	166.25
1.1.8.29	Hotel/Motel		46.90	
1.1.8.30	Business Licence Transfer Fee		26.80	
1.1.8.31	Show, Carnival, Circus, Etc.			
1.1.8.31.1	One Day or Less		164.00	
1.1.8.31.2	Each Additional Day		74.80	
1.1.8.32	Tobacconist		46.90	
1.2 Lottery Licenses - For Each License Issued				
1.2.1	Raffle Prize Value to \$50,000	3% of Prize Value		
1.2.2	Bingo Prize Value to \$5,500	3% of Prize Value		
1.2.3	Break Open Ticket	3% of Prize Value		
1.2.4	Bazaars - per license	5.00		
1.2.4.1	Bazaar - up to 3 wheels of fortune	10.00		
1.2.4.2	Bazaar Bingo Prize Value to \$500	3% of Prize Value		
1.2.4.3	Bazaar Raffle Prize Value to \$500	3% of Prize Value		
1.3 Other Charges				
1.3.1	Tax Certificate - Each One	63.35		
1.3.2	Duplicated Receipts - Each One	6.70		
1.3.3	History of Account Transactions			
1.3.4	Dishonoured Cheques - Each	33.25		
1.3.5	Photocopies			
1.3.5.1	Letter and Legal Size	0.60		
1.3.5.2	11" x 17"	1.15		
1.3.5.3	Certified as True Copy (per signature)	6.11	plus HST	
1.3.6	Fax - Send/Receive			
1.3.6.1	First Page	2.50		
1.3.6.2	Each Additional	1.15		
1.3.7	Commissioning Oaths & Affidavits (plus HST)			
1.3.7.1	Completed Documents - One Signature	12.26		15.27
1.3.7.2	Per Signature/Initial where more than one signature is requested	6.11		
1.3.8	Utility Bill Inserts	.09/item		
1.3.9	Vital Statistics Administration Fee			
1.3.9.1	Still Birth Registration	32.00		42.00
1.3.9.2	Death Registration	32.00		42.00
1.3.10	Marriage Licence/Ceremony			
1.3.10.1	Marriage Licence	140.00		140.00
1.3.10.2	Civil Marriage Ceremony	346.05		432.55
1.3.10.3	Civil Marriage Ceremony (After Office Hours at Civic Centre)	403.60		504.45
1.3.10.4	Civil Marriage Ceremony (Weekends other than at Civic Centre)	403.60		504.45
1.3.10.5	Marriage Ceremony Outside of Town * See Below	565.05		565.05
1.3.10.6	Attendance at Wedding Rehearsal * See Below	55.95		69.95
1.3.10.7	Renewal of Wedding Vows * See Below	Same fee as marriage services above less \$50.00		
	*Plus, where applicable, travel time and distance charges on a return basis as per Town Travel Policy			

		2019	
		Resident	Non-Resident
1.3.11	Application for Closure of		
1.3.11.1	Road or Lane - Deposit	644.80	
1.3.11.2	On Completion of Closure	Actual Costs less Deposit	
1.3.11.3	Sale of Lane or Roadway Closed	1.00/sq. ft. or as directed by council otherwise	
1.3.12	Utility Arrears Letter	34.10	
1.3.13	Committee Room Rental (External Groups)	58.10	
1.4	Tax Sale - Administrative Charges		
1.4.1	File Preparation, Searches, to completion tax arrears certificate	257.55	
1.4.2	Preparation & Registration of Tax Arrears Certificate	257.55	
1.4.3	Regulatory Sub-Searches	128.70	
1.4.4	Processing of First Notice	195.95	
1.4.5	Processing of Treasurer's Statutory Declaration re: 1st Notice	128.70	
1.4.6	Registration of Statutory Declaration	128.70	
1.4.7	Processing of Cancellation Certificate	128.70	
1.4.8	Registration of Cancellation Certificate	128.70	
1.4.9	Processing of Extension Agreement	257.55	
1.4.10	Processing Final Notice	195.95	
1.4.11	Processing Treasurer's Statutory Declaration re: Final Notice	128.70	
1.4.12	Sale process	257.55	
1.4.13	Legal Fees as they apply to any process	Actual Costs	
1.4.14	Mailing Costs as they apply to any process	Actual Costs	
1.4.15	Tax Sale Process by Agency	Actual Costs	
2.0	Planning & Development		
2.1	Building/Demolition Permits		
2.1.1.1	Garages, Accessory Use Buildings, Covered Decks	0.42/sq.ft.	
2.1.1.2	Uncovered Decks, Sheds, Temporary Structures	0.27/sq.ft.	
2.1.1.3	Residential Constructions (Single Detached Dwellings, Attached Garages, Factory Built Structures)		
2.1.1.3.1	Main Floor	0.83/sq.ft.	
2.1.1.3.2	Basement	0.67/sq.ft.	
2.1.1.3.3	Each Additional Floor	0.42/sq.ft.	
2.1.2	All Other Construction/Demolition Not Conforming to the Above Fee Schedule		
2.1.2.1	1st \$1,000 of Value	56.65	
2.1.2.2	Each Additional \$1,000 of Value or Part Thereof	11.30	
2.1.2.3	Progress Reports	95.80	
2.1.2.4	Conditional Permit	253.60	
2.1.2.5	Re-Inspection Fee	95.80	
2.1.2.6	Special Call Out Services	Applicable Rates (Time & OH)	
2.2	Plumbing Inspection Fee		
2.2.1	Per Fixture	11.30	
2.3	Change of Use	56.65	
2.4	Residential Demolition	56.65	
2.5	Administration Fee		
2.5.1	Construction/Demolition Commenced Prior to Issuance of Building Permit	156.20	
		Greater of \$150 or 10% of Building or Demolition Permit Fee	
2.6	Transfer of Permit Fee	56.65	
2.7	Application for Deferral of Revocation	56.65	

		2019	
		Resident	Non-Resident
2.8 Refund of Fees			
2.8.1	Permit Issued but Construction Not Commenced	50%	
2.8.2	Reduction of Refund for Each Field Inspection Performed After Issuance of Permit	5%	
2.9 Moving Permit Fees			
2.9.1	Single Trip	95.80	
2.9.2	Single Short Term Job	126.90	
2.9.3	Single Job - 6 Months	253.75	
2.9.4	Annual Permit	507.45	
2.10 Sign Permit Fee			
2.10.1	Permanent Sign Fee	63.40	
2.10.2	Mobile Sign - 30 Day Permit	11.55	
2.10.3	Mobile Sign - 90 Day Permit	28.90	
2.10.4	Mobile Sign - 180 Day Permit	57.60	
2.11 Swimming Pool Fencing Permit Fee		78.10	
2.12 Animal Control			
2.12.1	2.12.1.1 Cat/Dog License - Spayed/Neutered	25.35	
	2.12.1.2 Cat/Dog License - Unspayed/Non-Neutered	37.30	
	2.12.1.3 Cat/Dog Lifetime Licence Spayed/Neutered/Microchip/Tattoo	20.50	
	2.12.1.3 Replacement for Lost Tag	18.50	
2.12.2	Impound Fee	82.10	
2.12.3	Protective Care Fee per day	20.50	
2.13 Private Parking Spaces (Rented)			
2.13.1	Annual Fee Each	600.00	
2.14 Portage Avenue Municipal Parking Lot			
2.14.1	Each Parking Space per Year	600.00	
2.14.2	Unreserved Parking Spaces - Daily	4.00	
2.15 Metered On-Street Parking		1.25	
2.16 Loading Zone - Annual Fee Each		600.00	
2.17 Church Loading Zone - Annual Fee Each		73.70	
2.18 Planning Fees			
2.18.1	Official Plan Amendment (Delegation of OPA approval January 1, 2017)	3,000.00	
2.18.2	Zoning By-Law Amendment	1,800.00	
2.18.3	Removal of "H" Symbol	1,200.00	
2.18.4	Temporary Use By-Law	1,200.00	
	2.18.4.1 Extension to Temporary Use By-Law	360.00	
2.18.5	Application for Subdivision/Condominium	3,000.00	
	2.18.5.1 Amendment to Subdivision/Condominium	600.00	
2.18.6	Consent (i.e. new lot, easement, lot addition, etc.)	571.95	
	2.18.6.1 Successive Applications (related property)	287.10	
	2.18.6.2 Additional Fee if easement, ROW included	287.10	
2.18.7	Minor Variance / Special Permission	317.15	
2.18.8	Acknowledgement, Undertaking & Indemnification	62.80	
2.18.9	Site Plan Agreement	1,016.80	
	2.18.9.1 Amendment to Site Plan Agreement	317.15	
2.18.10	Request for Property Information	63.40	
2.18.11	Encroachment Agreement or other land use agreement not listed elsewhere	380.50	
2.18.12	Validation of Title / Power of Sale	317.10	
2.18.13	Reschedule Public Meeting (at applicant's request) all planning applications	317.10	

		2019	
		Resident	Non-Resident
2.18.14	Deeming By-Law (applies to second and successive lot)	63.40	
2.18.15	Land Titles, Ontario Municipal Board, Planner's Fees if applicable, excessive staff time	Cost Recovery Basis	
2.18.16	Solicitor Fees incurred by the Municipality related to any Planning matters within Section 2.18	Cost Recovery Basis	
2.18.17	Pre-consultation fee pertaining to 2.18.1, 2.18.2, 2.18.3, 2.18.4, 2.18.5 & applied to applicable fee as noted upon receipt of completed application	10% of Applicable Fee	
2.18.18	Assign Property Address	63.40	
2.19	Daily Impoundment fee for vehicles, trailers, boats, etc.	100.00	
3.0	Community Services		
3.1	Fort Frances Children's Complex		
3.1.1	Child Care Rates	1st Child	2nd Child
3.1.1.1	Full Day Preschool (4 or more hours)	43.10	43.10
3.1.1.2	Full Day Toddler (4 or more hours)	44.10	44.10
3.1.1.3	Hourly (2 hrs or less) Excludes school Age Children	7.20	7.20
3.1.1.4	Before School	10.25	10.25
3.1.1.5	After School	15.40	15.40
3.1.1.6	Before & After School	25.65	25.65
3.1.1.7	Full Day - Holidays / Summer School Age	40.95	40.95
3.1.1.8	No call fee for absentee	15.40	
3.1.1.9	Late pick up fee (per 15 minutes, starting at 0-15 minutes)	20.50	
* First Child rate pertain to the youngest child enrolled in a Full Day Program			
* Additional children will be the same as the 2nd child rate			
3.2	Fort Frances Memorial Arena - Effective June 1 (Unless otherwise indicated)		
3.2.1	Rink Board/In-ice Advertising Rates (Plus HST)	Annual	
3.2.1.1	One Rink	420.85	
3.2.1.2	Both Rinks	709.12	
3.2.1.3	In-Ice Advertising	1,057.00	
3.2.1.3	Zamboni	1,176.20	
3.2.2	Ice Surface Rentals (Plus HST)		
Prime Time - Opening to 8:00 A.M. Mon - Fri; 3:30 P.M. to Close. Mon - Fri; Opening to Close Saturday & Sunday		Resident	Non-Resident
3.2.2.1	Youth	101.68	127.07
3.2.2.2	Adult	152.61	190.80
*Non-Resident rate for hockey and figure skating programs			36.95
Ice Surface Rentals (Plus HST)			
Non Prime Time - 8:00 A.M. to 3:30 P.M. Mon - Fri (Excluding Holidays, School Breaks & Tournaments)			
3.2.2.3	Youth	70.45	88.06
3.2.2.4	Adult	107.97	134.92
3.2.3	Summer Ice (Plus HST)		
3.2.3.1	Youth	122.22	152.70
3.2.3.2	Adult	182.88	228.54
3.2.4	Tournament (Plus HST)		
3.2.4.1	Youth	120.80	151.11
3.2.4.2	Adult	165.49	206.91
3.3	Pool/Fitness Centre - Memberships	Resident	Non-Resident
3.3.1	Adult (Plus HST)		
3.3.1.1	Annual	507.79	634.78
3.3.1.2	Six Months	330.09	412.65
3.3.1.3	Three Months	178.89	223.50
3.3.1.4	One Month	77.43	96.81

			2019	
			Resident	Non-Resident
	3.3.1.5	Daily	7.39	9.29
3.3.2	Student			
	3.3.2.1	Annual	252.40	315.45
	3.3.2.2	Six Months	170.55	213.25
	3.3.2.3	Three Months	91.40	114.25
	3.3.2.4	One Month	53.50	66.90
	3.3.2.5	Daily	5.75	7.15
3.3.3	Child			
	3.3.3.1	Annual	80.20	100.15
	3.3.3.0	Daily	4.15	5.20
3.3.4	Family - Annual (Plus HST)			
	3.3.4.1	Adult	507.79	634.78
	3.3.4.2	Spouse	423.14	528.94
	3.3.4.3	Student	217.60	271.95
	3.3.4.4	Child	67.55	84.50
3.3.5	Senior	(60 Years of Age or Older) (Plus HST)		
	3.3.5.1	Annual	387.79	484.78
	3.3.5.2	Six Month	252.17	315.09
	3.3.5.3	Three Month	136.55	170.71
	3.3.5.4	One Month	59.16	73.94
	3.3.5.5	Daily	5.71	7.08
3.3.6	Locker Fees	(Plus HST)		
	3.3.6.1	Locker - 6 Months	45.53	56.95
	3.3.6.2	Locker - Annual	68.41	85.44
	3.3.6.3	Locker - 3 Months	31.06	38.80
3.4	Pool Rental Rates - Effective June 1 (Plus HST)			
	3.4.1	Non-Profit Group rate (per hour)	101.95	
	3.4.2	3.4.2.1 Swim Club - contracted	74.07	
		3.4.2.2 Additional Hours	86.59	
	3.4.3	One Lane	27.35	
	3.4.4	Lifeguard	20.49	
	3.4.5	3.4.5.1 One Guard Pool Rental	101.95	127.52
		3.4.5.2 Two Guard Pool Rental	122.21	152.70
		3.4.5.3 Three Guard Pool Rental	142.66	178.36
		3.4.5.4 Four Guard Pool Rental	162.96	203.63
		3.4.5.5 Five Guard Pool Rental	185.13	231.46
		3.4.5.6 One Instructor	103.10	
3.5	Swimming Lesson Rates - June 1			
	3.5.1	Red Cross Lessons (9)	74.15	92.70
	3.5.2	Private Lessons per time	20.35	25.40
	3.5.3	Lifesaving	81.65	102.05
	3.5.4	Combo Class	84.35	105.35
	3.5.5	Bronze Star	86.60	108.25
	3.5.6	Bronze Medallion & Emergency First Aid Book	127.05	158.75
	3.5.7	Bronze Cross & Standard First Aid	89.15	111.45
	3.5.8	National Life Services	Market price	plus 25%
	3.5.9	Board of Education - 10 Lessons	48.15	60.15
	3.5.10	Aquafit & Aerobics (Per Class) (Plus HST)	5.75	7.17
	3.5.11	Senior Aquafit & Aerobics (Plus HST)	4.78	6.11

		2019	
		Resident	Non-Resident
3.6 Auditorium (Plus HST)			
3.6.1	Base Rate/event	203.50	253.85
3.6.2	Hourly	45.05	56.20
3.6.3	Social/Wedding (incl. Kitchen)	444.87	556.11
3.6.4	Tournament Rate	318.14	397.70
3.6.5	Contracted (72% of Base Rate)	32.35	
3.6.6	Kitchen Rate per Hour	45.04	
3.7 East End Hall (Plus HST)			
3.7.1	Base Rate	95.75	119.60
3.7.2	Socials/Weddings	209.29	261.64
3.8 MSC Conference Meeting Rooms (Plus HST)			
3.8.1	Meeting	19.47	24.20
3.8.2	Daily Rate (Tournament/Special Event)	64.43	152.61
3.9 Arena Floors (no Ice) (Plus HST)			
3.9.1	Ice for Kids (600 people)	634.60	793.14
3.9.2	Ice for Kids (600 people) with Liquor License	836.50	1,045.58
3.9.3	Ice for Kids (up to 1200 people)	786.95	983.63
3.9.4	Ice for Kids (up to 1200 people) with Liquor License	990.00	1,237.43
3.9.5	52 Canadians (up to 600 people)	570.75	713.14
3.9.6	52 Canadians (up to 600 people) with Liquor License	748.19	935.22
3.9.7	52 Canadians (up to 1200 people)	707.21	883.98
3.9.8	52 Canadians (up to 1200 people) with Liquor License	884.96	1,106.15
3.9.9	Both Floors (up to 1800 people)	1,031.06	1,288.76
3.9.10	Both Floors (up to 1800 people) with Liquor License	1,374.51	1,718.14
3.9.11	Both Floors (Maximum Capacity)	1,167.70	1,459.65
3.9.12	Both Floors (Maximum Capacity) with Liquor License	1,510.93	1,888.63
3.9.13	Exercise/short Program- half pad (Regular use contracted rate 72% of listed rate)	57.26	71.55
3.9.14	Exercise/short Program- full pad (Regular use contracted rate 72% of listed rate)	76.28	95.40
3.10 Ball Diamonds / Soccer Fields (Plus HST)			
3.10.1	Youth Soccer/ Baseball - Half field - Per Team	140.40	175.53
3.10.2	Youth Soccer - Full Field - Per Team	203.05	253.85
3.10.3	Adult Soccer - Per Team	330.09	412.65
3.10.4	Adult Slow Pitch - Per Team	380.80	475.97
3.10.5	Tournament - Youth - Per Team	38.76	48.45
3.10.6	Tournament - Adult - Per Team	51.02	63.72
3.10.7	Fastball	330.09	
Non Resident Fee for Soccer/Baseball			18.41
3.11 Other Courses and Services			
3.12.1	Babysitting Course	52.00	65.05
3.12.2	First Aid Course - 8 hour	100.25	125.35
3.12.3	First Aid Course - 13 hour	111.35	139.25
3.12.4	Manual	36.40	45.55
3.12.5	P.A. Day	37.45	46.80
3.12.6	P.A. Day Extra Child	32.90	41.20
3.12.7	Membership Cards Town	10.65	
3.12.8	Recreator Ads - Users	160.45	
3.12.9	Recreator Ads - Non Users	192.55	
3.12.10	Non-resident Fee Winter Programs		35.95
3.12.11	P Fit Class (High School Program)	15.93	
3.12.12	Ice Paint Machine (Plus HST)		225.00
3.12.13	Bags of Ice (Plus HST)	2.52	

		2019	
		Resident	Non-Resident
3.12	Sorting Gap Marina (Plus HST)		
3.12.1	Sorting Gap - Slip Rental - Per Season	415.71	520.97
3.12.2	River Front - Slip Rental - Per Season	315.89	395.75
3.12.3	Daily (overnight)	10.22	12.92
3.12.4	Weekly	50.75	63.45
3.12.5	Launch Fees: Daily	7.97	10.00
3.12.6	Launch Fees: Seasonal	57.03	71.24
3.12.7	Launch Fees: Commercial	191.19	238.89
3.13	Summer Youth Program		
3.13.1	Rec-n-Crew		
3.13.1.1	Week	73.55	91.95
3.13.1.1.1	each additional child	67.25	84.15
3.13.1.1.2	early/late supervision 1st child	32.35	40.60
3.13.1.1.3	early/late supervision additional child	24.30	30.40
3.13.1.1.4	Extra Supervision - difficult child	32.35	40.60
3.13.1.2	Four Weeks	260.45	325.60
3.13.1.2.1	each additional child	253.90	317.35
3.13.1.4	Sunny Cove 3 nights 4 days camp	164.50	205.60
3.13.1.4.1	each additional child	144.70	180.95
3.13.1.5	5 day camp	125.65	157.05
3.13.1.5.1	each additional child	119.60	149.50
3.13.1.6	4 day camp	87.30	109.10
3.13.1.6.1	each additional child	81.30	101.70
3.14	Townshend Theatre - June 30 (Plus HST)		
3.14.1	Town Recreation Program		
3.14.1.1	Set up & Rehearsal	N/C	
3.14.1.2	First show in Run	N/C	+ \$1.50 Surtax
3.14.1.3	Second show same Day	N/C	+ \$1.50 Surtax
3.14.1.4	Next show same Run	N/C	+ \$1.50 Surtax
3.14.1.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	N/C	+ \$1.50 Surtax
3.14.1.6	*Cafeteria Rental with Performance	N/C	
3.14.2	Board of Education		
3.14.2.1	Set up & Rehearsal	N/C	
3.14.2.2	First show in Run	N/C	+ \$1.50 Surtax
3.14.2.3	Second show same Day	N/C	+ \$1.50 Surtax
3.14.2.4	Next show same Run	N/C	+ \$1.50 Surtax
3.14.2.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	N/C	+ \$1.50 Surtax
3.14.2.6	*Cafeteria Rental with Performance	N/C	
3.14.3	Community Theatre		
3.14.3.1	Set up & Rehearsal - 7 hours	151.20	
3.14.3.2	First show in Run - 7 hours	296.64	+ \$1.50 Surtax
3.14.3.3	Second show same Day - 12 hours	486.99	+ \$1.50 Surtax
3.14.3.4	Next show same Run - 7 hours	296.64	+ \$1.50 Surtax
3.14.3.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	1,203.54	+ \$1.50 Surtax
3.14.3.6.1	**Cafeteria Rental with Performance	111.95	
3.14.3.6.2	**Cafeteria Rental with Performance - Alcohol served	223.98	
3.14.4	Community Use - Religious Groups, Charitable Non-Profit, Music Festivals		
3.14.4.1	Set up & Rehearsal - 7 hours	151.20	
3.14.4.2	First show in Run - 7 hours	296.64	+ \$1.50 Surtax
3.14.4.3	Second show same Day - 12 hours	486.99	+ \$1.50 Surtax
3.14.4.4	Next show same Run - 7 hours	296.64	+ \$1.50 Surtax
3.14.4.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	1,203.54	+ \$1.50 Surtax
3.14.4.6	**Cafeteria Rental with Performance	111.95	
	**Cafeteria Rental with Performance - Alcohol served	223.98	

		2019	
		Resident	Non-Resident
3.14.5	Commercial Use - Business, Dance Schools, Corporations, Political Rallies		
3.14.5.1	Set up & Rehearsal - 7 hours	223.98	
3.14.5.2	First show in Run - 7 hours	447.79	+ \$1.50 Surtax
3.14.5.3	Second show same Day - 12 hours	699.78	+ \$1.50 Surtax
3.14.5.4	Next show same Run - 7 hours	447.79	+ \$1.50 Surtax
3.14.6	Non Resident Rate		
3.14.6.1	Set up & Rehearsal - 7 hours	363.85	
3.14.6.2	First show in Run - 7 hours	755.71	+2.50 Surtax
3.14.6.3	Second show same Day - 12 hours	1,203.54	+2.50 Surtax
3.14.7	Tech Fee		
3.14.7.1.1	Tech Fee (0 - 3 hours event)	52.83	
3.14.7.1.2	Tech Fee (3 - 8 hours event)	79.25	
3.14.7.1.3	Tech Fee (8+ hours event)	105.71	
3.14.7.2	Tech Weekend Fee (Hourly Rate plus 1hr before and 1hr after event time)	42.26	
3.15	Fort Frances Public Library		
3.15.1	Sundry Revenue		
3.15.1.1	2.25 Pin	1.25	
3.15.1.2	2.25 Magnet	2.75	
3.15.1.3	1.25 Pin	1.00	
3.15.1.4	1.25 Magnet	1.75	
3.15.1.5	1.25 Zipper Pull	1.75	
3.15.1.6	1.25 Hair Tie	1.75	
3.15.1.7	3D Printing/hour	2.00	
3.15.1.8	Vinyl Cutting	3.00	
3.15.2	Lost Books	N/A	
3.15.3	Used Book Sales (Plus 5% GST)		
3.15.3.1	Hardcover	2.00	
3.15.3.2	Trade paperback	1.50	
3.15.3.3	Paperback	1.00	
3.15.3.4	Magazine	0.25	
3.15.3.5	DVD/CD/Video Game	2.00	
3.15.3.6	Audiobook	1.50	
3.15.4	Photocopier (Plus HST)		
3.15.4.1	0-10 Pages	0.25	
3.15.4.2	11-20 Pages	0.20	
3.15.4.3	21-49 Pages	0.15	
3.15.4.4	50+ Pages	0.10	
3.15.4.5	Colour - Letter	0.75	
3.15.4.6	Colour - Legal	1.00	
3.15.4.7	Colour - Ledger	1.50	
3.15.4.8	Fax - Domestic First Page	4.00	
3.15.4.9	Fax - Domestic Additional Page	1.00	
3.15.4.10	Fax - Overseas First Page	6.00	
3.15.4.11	Fax - Domestic Additional Page	1.00	
3.15.4.12	Receiving Fax - First Page	1.00	
3.15.4.13	Receiving Fax - Additional Page	0.25	
3.15.4.14	Laminating - 8.5x11	2.00	
3.15.4.15	Laminating - Index Card Size	1.00	
3.15.4.16	Large Brown Envelope	0.50	
3.15.4.17	File Folder	0.50	
3.15.4.18	Page Protector	0.50	
3.15.5	Room Rental (Plus HST)		
3.15.5.1	Rental fee/hour	20.00	
3.15.5.2	After hours/hour	30.00	
3.15.5.3	Teleconferencing	35.00	

			2019	
			Resident	Non-Resident
	3.15.5.4	Videoconferencing	85.00	
	3.15.5.5	Cancellation fee (within 24 hours)	50%	
3.15.6	Sundry Revenue			
	3.15.6.1	Programming - Children's	N/A	
	3.15.6.2	Programming - Adult	N/A	
	3.15.6.3	Santa Suit Rental	25.00	
	3.15.6.4	Proctoring	25.00	
3.15.7	Non-Resident Fees			
	3.15.7.1	Family (12 Months)	85.00	
	3.15.7.2	6 Months	50.00	
	3.15.7.3	1 Month	10.00	
	3.15.7.4	Individual (12 months)	60.00	
	3.15.7.5	Seniors Individual - 12 months (55+)	50.00	
3.15.8	Late Fines			
	3.15.8.1	Generic/day	0.25	
	3.15.8.2	Video/day	1.00	
	3.15.8.3	Video Game/day	3.50	
	3.15.8.4	Interlibrary Loan/day	0.50	
	3.15.8.5	Replacement Library Card	2.00	
	3.15.8.6	Damaged DVD Case	5.00	
3.15.9	Donations			
	3.15.9.1	Children's Birthday Book	20.00	
	3.15.9.2	Adult/YA Birthday Book	30.00	
	3.15.9.3	Large Print Birthday Book	40.00	
3.16 Emergency Services - See Schedule "B"				
3.17 Fort Frances Museum				
3.17.1	Research			
	3.17.1.1	Access	10.10	
	3.17.1.2	Staff - initial inquiry	16.40	
	3.17.1.3	Additional time	40.95	per hour
3.17.2	Duplication			
	3.17.2.1	Handling	5.65	
	3.17.2.2	Copying	0.65	per sheet
	3.17.2.3	Digital copy	8.70	
	3.17.2.4	Copy right fee for commercial uses - Photographing Artefacts	41.25	
3.17.3	Admission Victoria Day to Thanksgiving (Peak Season)			
	3.17.3.1	Special Events - Adult	3.63	4.10 with HST
3.17.4	Rental (Plus HST)			
	3.17.4.1	Per Day	28.80	
	3.17.4.2	Per Evening	17.35	
	3.17.4.3	Court Yard	17.35	
3.18 Sunny Cove Camp - May 1 (Plus HST)				
3.18.1	3.18.1.1	Daytime	598.54	
	3.18.1.2	Overnight	1,080.75	
	3.18.1.3	Meeting - Half day	80.22	
	3.18.1.4	Meeting - Full Day	133.76	
3.19 Sister Kennedy Centre				
	3.19.1	Facility Rental Fee (Plus HST)	42.80	
	3.19.2	Fitness Class- 1 day/week	10.25	
	3.19.3	Fitness Class- 2 days/week	20.50	

		2019	
		Resident	Non-Resident
3.20 Rainy Lake Market Square (Plus HST)	Private events fenced in- by reservation- Invitation only- No public-not ticketed (eg. Weddings, social gatherings)	444.87	556.11
3.20.1	For profit- by reservation (eg. Trade shows, car shows)		
3.20.2	Casual use- no reservations (eg. Birthday parties and gatherings where the facility remains open to the public)	-	-
	Non-profit- by reservation (eg. Fenced in ticketed events for community groups and charities)		
4.0 Operations & Facilities			
4.1 Private Work			
4.1.1 Labour			
4.1.1.1	Regular Hourly Rate	44.35	55.45
4.1.1.2	Overtime Labour Rate	66.55	83.20
4.1.1.3	Double Overtime Labour Rate	88.70	110.90
4.1.2 Vehicle Rates			
4.1.2.1	All 1/2 tons, 3/4 tons, crew cabs, compacts & vans	23.10	28.90
4.1.2.2	V109 - Sand Truck	86.20	107.75
4.1.2.3	V110 - Dump/Plow Truck	39.70	49.65
4.1.2.4	V115 - Sander/Plow Truck	96.20	120.25
4.1.2.5	V122 - Tandem Truck	86.20	107.75
4.1.2.6	V121 - Tandem Truck	86.20	107.75
4.1.3 Equipment Rates - includes labour			
4.1.3.1	E205 & E207 Graders	117.20	
4.1.3.2	E206 - Vacuum/Pressure Truck	248.85	
4.1.3.3	E305 - Sidewalk Machine c/w any attachment	108.95	
4.1.3.4	E309 - Hyundai Backhoe	133.75	
4.1.3.5	E313 - Large Snow Blower & Loader	136.95	
4.1.3.6	E318 - Cat 930H Loader	99.75	
4.1.3.7	E315 - Loader Bobcat	95.00	
4.1.3.8	E317 - Cat Loader	100.50	
4.1.3.9	E321 - Loader/Backhoe	92.30	
4.1.3.10	E597 - Ingersoll Rand Packer	122.45	
4.1.3.11	E713 - Low Pressure Steamer w half ton truck	144.95	
4.1.3.12	E726 - Rigid Drain Cleaning Machine w half ton truck	115.45	
4.1.3.13	E816 - Street Sweeper	136.60	
4.1.3.14	E830 - DBH Thawing Machine w 3/4 ton truck	171.30	
4.1.3.15	E831 - Pulse De-Icer (Thawing Machine)	128.10	
4.1.3.16	E838 - Air Compressor w 3/4 ton truck	99.95	
4.1.4 Private Concrete Crossing or Sidewalk Replacement for Private Crossing			
4.1.4.1	Removal, Supply and Installation of Concrete Driveway per square ft.	19.25	per sq. ft.
4.1.4.2	Culvert	Cost Plus - Max \$174.00 per foot	
4.1.4.3	Removal of Concrete Driveway Crossing Only - per square ft.	6.40	per linear ft.
4.1.4.4	Removal of High-back Concrete Curb & Gutter and Replace with Low-back Concrete Curb & Gutter for New Driveway Crossing Installation - per linear ft.	40.30	per linear ft.
4.1.4.5	Removal of Low-back Driveway Concrete Curb & Gutter and Replace with High-back Concrete Curb & Gutter when Removing Driveway Crossing - per linear ft.	40.30	per linear ft.
4.1.5 Engineering Services - Minimum One Hour - by Customer Request			
4.1.5.1	Televising Sewer - Regular Hourly Rate	198.05	
4.1.5.2	Televising Sewer - Overtime Hourly Rate	396.55	
4.1.5.3	Tracing Water/Sewer - Regular Hourly Rate	132.05	
4.1.5.4	Tracing Water/Sewer - Overtime Hourly Rate	264.05	
4.1.5.5	Setting Lot Grade Only - Regular Hourly Rate (Per Lot Grade)	119.05	
4.1.5.6	Copying Blue prints (Each)	14.25	
4.1.5.7	Scanning Blue Prints (data storage not provided)		
4.1.5.7 (a)	1 to 15 pages	5.15	per page
4.1.5.7 (b)	16 to 30 pages	4.10	per page
4.1.5.7 (c)	31 pages or more	3.10	per page

		2019	
		Resident	Non-Resident
4.1.5.8	Hardcopy GIS Drawing or Map size 8.5" x 11"	6.00	
4.1.5.9	Hardcopy GIS Drawing or Map size 11" x 17"	11.95	
4.1.5.10	Hardcopy GIS Drawing or Map size 24" x 36"	29.90	
4.1.5.11	Digital Aerial Photography - ecw format only	1,196.20	
4.1.5.12	GIS shape files - per infrastructure layer	299.10	
4.1.5.13	GIS shape files-base map - property lines & addresses	299.10	
4.2 Landfill Tipping Fees - see Schedule "C"			
4.3 Sewer & Water Installation - see Schedule "D"			
4.4 Stores (Plus HST)			
4.4.1	Sale of Items to private sector	Cost Plus + 35%	
4.4.2	Backyard Composters	Cost	
4.5 Airport (Plus HST)			
4.5.1	Fees		
4.5.1.1	Office/square meter	393.10	
4.5.1.2	Counter/square meter	393.10	
4.5.1.3	Rental of Heated Maintenance Garage Bay per day	107.65	
4.5.2	Aviation Fuels		
4.5.2.1	100LL	Adjusted Quarterly	
4.5.2.2	Jet-A	Adjusted Quarterly	
4.5.2.3	Aviation Oils	Cost + 45%	
4.5.3	Aircraft Landing Fees		
4.5.3.1	Piston Aircraft	14.25	
4.5.3.2	Medivac & All Government Aircrafts	221.68	
4.5.3.3	Turbine Aircraft - minimum fee	14.25	
4.5.3.4	<21,000 kgs - Gross Weight x	4.16	
4.5.3.5	21,000 - 45,000 kgs - Gross Weight x	4.16	
4.5.3.1	Airport Landing Fees - International Flights		
4.5.3.1.1	Piston Aircraft	36.20	
4.5.3.1.2	Turbine Aircraft - minimum fee	36.20	
4.5.3.1.3	<21,000 kgs - Gross Weight x	8.85	
4.5.3.1.4	21,000 - 45,000 kgs - Gross Weight x	8.85	
4.5.4	Airport Parking Fees		
4.5.4.1	<4,999 kgs/day	12.04	
4.5.4.2	<4,999 kgs/month	91.55	
4.5.4.3	5,000 - 9,999 kgs/day	19.56	
4.5.4.4	5,000 - 9,999 kgs/month	369.65	
4.5.4.5	10,000 - 29,000 kgs/day	34.29	
4.5.4.6	10,000 - 29,000 kgs/month	686.55	
4.5.5	Plug-Ins		
4.5.5.1	Heater per day	6.60	
4.5.6	Ground Power Starts (GP)		
4.5.6.1	Bear Skin Airlines	47.61	
4.5.6.2	All Other Aircraft	59.38	
4.5.7	Aircraft De-icing		
4.5.7.1	Bearskin Airlines	46.20	
4.5.7.2	Other Aircraft *Plus Cost of Fluid	65.97	
4.5.8	General Terminal Fees		
4.5.8.1	0 - 9 seats	18.45	
4.5.8.2	10 - 15 seats	21.15	
4.5.8.3	16 - 25 seats	33.01	
4.5.9	Passenger Facility Charge		
4.5.9.1	Per Person Enplaning	11.50	
4.5.10	Airport Improvement Fee		

		2019	
		Resident	Non-Resident
4.5.10.1	Outbound Charters per Passenger embarking	11.50	
4.5.10.2	Commercial Charter Ramp Fee per Aircraft	14.69	
4.5.11	Callouts		
4.5.11.1	Callouts	166.28	
4.5.11.2	Overtime Labour Rate	66.55	
4.5.11.3	Double Time Labour Rate	88.72	
4.5.11.4	Loader with Operator	100.44	
4.5.11.5	Snow Blower or Sweeper attachment for Loader	37.26	
4.5.11.6	Sander/Plow Truck without Operator	96.24	
4.5.11.7	Winter Control Sand per Cubic Yard	26.90	
4.5.12	Aviation Charts		
4.5.12.1	Aviation Charts	Cost + 40%	
4.5.13	Car Parking Fees/day		
4.5.13.1	Daily Parking	8.23	
4.5.13.2	Monthly Parking Stall	109.74	
4.5.13.3	Yearly Parking Stall	1,207.26	
4.5.14	Land Lease Rates - Unserved		
4.5.14.1	Private - per square meter plus applicable taxes	1.86	
4.5.14.2	Commercial - per square meter plus applicable taxes	2.79	
4.5.15	Advertising Signs		
4.5.15.1	Small Signs per year	116.50	
4.5.15.2	Large Signs per year	129.47	
4.5.15.3	Commercial Character Ramp Fee per Aircraft	14.69	

4.6 Cemetery User Fees - See Schedule "E"

4.7 Parks - Effective January 1 (Plus Applicable Taxes)

4.7.1	Equipment Rental Charges - Labour Not Included		
4.7.1.1	Mower, Riding	16.50	20.63
4.7.1.2	Portable Generator	7.90	9.88
4.7.1.3	Power Saw	7.90	9.88
4.7.1.4	Trailer - Large	13.20	16.50
4.7.1.5	Cement Mixer	13.20	16.50
4.7.2	Equipment Rental Charges - Labour Included		
4.7.2.1	Backhoe	79.20	99.00
4.7.2.2	4200 Tractor & Sweeper	55.45	69.31
4.7.2.3	Stumper (Chipper)	87.15	108.94
4.7.2.4	Snowplow - Ford	50.15	62.69
4.7.3	Point Park Camping Rates (Plus HST)		
4.7.3.1	Full Hook-up - per night	31.64	39.56
4.7.3.2	Full Hook-up - per week	158.85	198.54
4.7.3.3	Full Hook-up - per 4 weeks	612.39	765.49
4.7.3.4	Camping Site - per night (Tenting Sites)	16.37	20.44
4.7.3.5	Camping Site - per week (Tenting Sites)	85.40	106.77
4.7.3.6	Camping Site - per month (Tenting Sites)	331.42	414.29
4.7.3.7	Partial Hook-up - per night (No Water)	25.44	31.81
4.7.3.8	Partial Hook-up - per week (No Water)	128.98	161.24
4.7.3.9	Partial Hook-up - per 4 weeks (No Water)	496.02	620.00
4.7.3.10	Cost for Utilities per day for Local First Nations Band Members (Couchiching, Naicatchewenin, Nicickousemenecaning & Mitaanjigamiing)	7.26	

5.0 Water & Sewer User Rates - See Schedule "D"

TOWN OF FORT FRANCES
2019 SCHEDULE OF FEES BY-LAW ___/18
SCHEDULE "B"

2019

All Rates are effective January 1, 2019, unless otherwise noted.
HST is noted per line or per section as applicable.

3.16 Emergency Services

3.16.1 Administration

3.16.1.1	Copy of Fire Reports	73.45
3.16.1.2	Letter of Compliance or Approval for Properties	73.45
3.16.1.3	File Search, Written Report and Records on Properties	73.45
3.16.1.4	Written Response to written request relating to outstanding orders under the Ontario Fire Code or any Act, Regulation or By-Law with which the Fire Service has Authority or Jurisdiction	73.45

3.16.2 Property Inspection Request - by Owner or Business Operator (Plus HST)

3.16.2.1	Private Home Day Care Facilities (5 or less)	73.54
3.16.2.2	Licensed Day Care Centres (more than 5)	95.84
3.16.2.3	Special Care and Group Homes (3 or less)	73.10
3.16.2.4	Special Care and Group Homes (more than 3)	95.84
3.16.2.5	Inspections required by/for LCBO Licensing	131.37
3.16.2.6	Lodging House	73.10
3.16.2.7	Occupancy Load Calculation and Posting	95.84
3.16.2.8	Private Nursing Homes	131.37
3.16.2.9	Fire Inspections of Educational Institutions	N/C
3.16.2.9.1	Base Inspection	131.37
3.16.2.9.2	Each Classroom Additional	5.58
3.16.2.9.3	Portable Classrooms	73.10
3.16.2.10	Assembly Occupancies <60 persons	73.10
3.16.2.11	Assembly Occupancies >61 persons	73.10
3.16.2.12	Industrial/Commercial Single Tenant or Occupancy	131.37
3.16.2.13	Residential/Commercial - Multi Occupancy Complex	131.37
3.16.2.14	Residential/Apartment or Condominium Building	131.37
3.16.2.15	Office/Commercial Retrofit Inspections	131.37
3.16.2.16	Additional Inspection for incompleteness or initial follow-up	131.37
3.16.2.17	Inspection - All Properties	73.10

3.16.3 Special Occasions Inspections (Plus HST)

3.16.3.1	Mandated Fire Code inspection (tents/marquee)	73.10
3.16.3.2	Mandated Fire Code inspection (fireworks permits)	131.37
3.16.3.3	Public Vendors - Commercial Establishments	73.10
3.16.3.4	Public Vendors - Vendors from Outside Municipality	261.59
3.16.3.5	Public Vendors - Service Clubs	N/C
3.16.3.6	Misc. inspections not otherwise specified - per hour	73.10

3.16.4 Other Service Fees/Charges

3.16.4.1	Burning Permits - Residential 7 day	13.70
3.16.4.2	Burning Permits - Commercial/Industrial - each burn	126.75
3.16.4.3	Open Air Burning Violations	
3.16.4.4	Extinguishing Fire where no permit obtained; out of control	

MTO Prescribed Rates per apparatus plus
15% resident administration fee

3.16.4.5.1	Standby requests other than emergency response (per vehicle) For fire protection during shows, exhibitions, etc.)
------------	---

MTO Prescribed Rates per apparatus

		2019
3.16.4.5.2	Standby requests other than emergency response (per vehicle)	MTO Prescribed Rates per apparatus
3.16.4.6	Training Services - per hour	73.10 plus costs
3.16.4.7	Air Bottle Refills - other Fire Services	13.89 per bottle (Plus HST)
3.16.4.8	Air Bottle Refills - Scuba, Private, Provincial, Industry	19.56 per bottle (Plus HST)
3.16.4.9	Fire Service Training Outside Municipal Boundaries	73.10 per hour plus costs
3.16.4.10	Fire Service Fire Prevention Programs Outside Municipal Boundaries	73.10 per hour plus costs
3.16.4.11	Fire Service Administration Outside Municipal Boundaries	73.10 per hour plus costs
3.16.4.12	Fire Protection Outside Municipal Boundaries	As per Contract (Plus HST)
3.16.4.13	Controlled Burns e.g. grass	Full cost recovery plus 15% resident administration fee
3.16.4.14	Boarding Up/Barricading Premises after Fire, costs per person, plus cost of public works (if used), plus cost of materials used plus 15% resident administration fee (if owner fails to comply within 24 hours the Fire Chief may authorize with all applicable costs.)	Full cost recovery plus 15% resident administration fee
3.16.4.15	Annual Fire Protection for Rusty Myers Flying Service/Nanicost Ltd.	75% of 12 hours @MTO Prescribed Rate (Plus HST)
3.16.5 Emergency Services Response Calls		
3.16.5.1	Fire Response to Structural Fires	N/C
3.16.5.2	Emergency response to MVA on MTO Highways as per Province of Ontario rates plus any additional clean-up costs (Recovery through MTO)	MTO Prescribed Rates per apparatus
3.16.5.3	Auto Extrication Services within the Rainy River District	MTO Prescribed Rates per apparatus
3.16.5.4	Motorized Vehicle Fires	N/C
3.16.5.5	False Alarms (1st & 2nd in a three month period)	N/C
3.16.5.6	Third False Alarm (after 3-call outs in a calendar year)	MTO Prescribed Rates per apparatus
3.16.5.7	For each Proceeding False Alarm (Within the Calendar Yr)	MTO Prescribed Rates per apparatus

**TOWN OF FORT FRANCES
2019 SCHEDULE OF FEES BY-LAW ___/18
SCHEDULE "C"**

4.2 Landfill Tipping Fees (No HST) - Effective January 1		2019
4.2.1	Flat Rate Period when Scale is not in operation	
4.2.1.1	Passenger Vehicle - Mini Van, SUV & Cars	18.00
4.2.1.2	Trucks include - Compact Trucks, Half Ton Trucks, Mid-size Trucks and Full size vans with no seats	21.75
4.2.1.3	Any vehicle under the description of 4.2.1.1 or 4.2.1.2 towing a single axle trailer	31.00
4.2.1.4	Single Axle Trucks	100.50
4.2.1.5	Tandem Trucks and Trailers	251.20
4.2.1.6	Garbage Trucks, Containerized Hauling Units & Tankers	301.45
4.2.2	Fees to be used when Scale is in operation.	
4.2.2.1	Minimum charge	18.00
4.2.2.2	Rate per Tonne	72.80
4.2.2.3	Weighing Vehicle Only	32.70
4.2.2.4	Contaminated Soil Suitable for Cover Material per tonne	4.00
4.2.2.5	Car Tires - each	8.80
4.2.2.6	Truck Tires - up to and including 18 wheelers	20.50
4.2.2.7	Off Road Tires (anything over 18 wheelers)	102.60
4.2.2.8	Tires by the Tonne	512.50
4.2.2.9	Refrigeration Units Containing Refrigerant or no notification sticker affixed to the unit	42.70
4.2.3	Bag Tags	
4.2.3.1	Bag Tags each	2.25
4.2.4	Waste Management	
4.2.4.1	Monthly Environmental Fee per Water Account	5.00

**TOWN OF FORT FRANCES
2019 SCHEDULE OF FEES BY-LAW ____/18
SCHEDULE "D"**

	<u>2019</u>
4.3 Sewer & Water Installation - Effective January 1 - plus Applicable Taxes	
4.3.1 Installation and Termination - Per Trench	
4.3.1.1 If water and sewer are in separate trenches or same trenches	Cost Plus + 10% + Road Restoration
4.3.2 Terminations of Services	
4.3.2.1 Inspecting the termination prior to backfilling	46.80
4.3.3 Reconnection of Services	
4.3.3.1 Inspecting the reconnection prior to backfilling	46.80
4.3.3.2 Regular request to turn water on or off (maintenance)	46.80
4.3.3.3 Non-Maintenance Shut off for delinquent accounts - no HST	132.10
4.3.3.4 Non-Maintenance Turn on for delinquent accounts - no HST	132.10
4.3.4 Sale and Installation of Water Meters	
4.3.4.1 Any Size Meter	Cost Plus + 10%
4.3.5 Testing Backflow Devices	
5.3 Minimum Rate to Unplug Blockage in Sanitary Sewer Line	
5.3.1 During regular business hours (7:30 a.m. to 4:00 p.m. Monday thru Friday)	26.00
5.3.2 Overtime Hours	39.00
5.3.3 Statutory Holiday	52.00
5.4 Disposal of External Sewage into Town Collection System	18.90 cu. Meter

TOWN OF FORT FRANCES
2019 SCHEDULE OF FEES BY-LAW ____/18
SCHEDULE "E"

CEMETERY OPERATOR: TOWN OF FORT FRANCES

CURRENT PRICE LIST OF CEMETERY SUPPLIES & SERVICES - EFFECTIVE DATE January 1st

FOR TWO CEMETERIES: FORT FRANCES CEMETERY- 401 King's Hwy.

RIVERVIEW CEMETERY - 1319 COLONIZATION ROAD WEST

Contact telephone number 274-9893 Monday to Friday from 8:00 am to 4:00 pm- 900 Wright Avenue

Day to Day Operation contact: Travis Rob Operations and Facilities Manager 274-9893 - 900 Wright Avenue

A. PRICE LIST PER LOT

A.1 Adult Single Lot

lot Size: 5' x 10' or 50 Square feet

Two (2) Full Burials Allowed - One (1) MUST be at extra depth (10')

And up to six (6) cremations (depending on size of urn)

Markers to be installed in accordance with the cemetery by-law

2019

Lot	279.91
Care & Maintenance	250.00
Sub-Total	<u>529.91</u>
HST	68.89
TOTAL	<u><u>598.80</u></u>

A.2 Adult Double Lot

lot Size: 10' x 10' or 100 Square feet

Four (4) Full Burials Allowed - Two (2) MUST be at extra depth (10')

And up to Twelve (12) cremations (depending on size of urn)

Markers to be installed in accordance with the cemetery by-law

Lot	557.04
Care & Maintenance	250.00
Sub-Total	<u>807.04</u>
HST	104.91
TOTAL	<u><u>911.95</u></u>

A.3 Child (8 years old or under)

lot Size: 3' x 2' or 6 Square feet

One (1) Full Burial Allowed plus two (2) cremations (depending on urn size)

side by side at foot only or One (1) cremation centred at head and up to

two (2) cremations (depending on urn size) side by side at foot only

Markers to be installed in accordance with the cemetery by-law

Lot	111.96
Care & Maintenance	150.00
Sub-Total	<u>261.96</u>
HST	34.05
TOTAL	<u><u>296.01</u></u>

A.4 Cremation Lot

lot Size: 2' x 2' or 4 square feet

Up to Two (2) cremations (depending on size of urn)

Flat Markers only allowed on Cremation lots & No Flower Beds allowed due to size

Lot	83.94
Care & Maintenance	150.00
Sub-Total	<u>233.94</u>
HST	30.41
TOTAL	<u><u>264.35</u></u>

A.5 Veteran Lot

lot Size: 5' x 10' or 50 square feet

Two (2) Full Burials Allowed - One (1) MUST be at extra depth (10')

or Two (2) cremations (depending on size of urn) MAXIMUM 2 INTERMENTS

VETERAN AND SPOUSE ONLY

No charge for Veteran - Interment of Spouse will be the responsibility of the family

B. UNIT PRICE PER INTERMENT**B.1 SUMMER - May 1 to October 31**

B.1.1 Adult Interment	796.50
HST	103.55
TOTAL	<u><u>900.05</u></u>

B.1.2 Adult with Vault	886.11
HST	115.19
TOTAL	<u><u>1,001.30</u></u>

B.1.3 Child (8 years old or under)	320.75
HST	41.70
TOTAL	<u><u>362.45</u></u>

B.1.4 Child (8 years old or under) with Vault	348.67
HST	45.33
TOTAL	<u><u>394.00</u></u>

B.1.5 Extra Depth 10 ft.	886.11
HST	115.19
TOTAL	<u><u>1,001.30</u></u>

B.1.6 Saturday (above rates +)	538.67
HST	70.03
TOTAL	<u><u>608.70</u></u>

B.1.7 Disinterment - above rates plus 150% and all applicable taxes**NOTE: All interments include the use of artificial grass and lowering devices****B. UNIT PRICE PER INTERMENT****B.2 WINTER - November 1st - April 30th**

B.2.1 Adult Interment	964.42
HST	125.38
TOTAL	<u><u>1,089.80</u></u>

B.2.2 Adult with Vault	1,054.03
HST	137.02
TOTAL	<u>1,191.05</u>

B.2.3 Child (8 years old or under)	460.66
HST	59.89
TOTAL	<u>520.55</u>

B.2.4 Child (8 years old or under) with Vault	550.22
HST	71.53
TOTAL	<u>621.75</u>

B.2.5 Extra Depth 10 ft.	1,148.32
HST	149.28
TOTAL	<u>1,297.60</u>

B.2.6 Saturday (above rates +)	538.67
HST	70.03
TOTAL	<u>608.70</u>

B.2.7 Disinterment - above rates plus 150% and all applicable taxes

NOTE: All interments include the use of artificial grass and lowering devices

B.3 UNIT PRICE PER INTERMENT FOR CREMATED REMAINS May 1 to October 31- Only

B.3.1 Cremation < 12" in diameter to Max. 24 inches	292.74
HST	38.06
TOTAL	<u>330.80</u>

B.3.2. Saturday Cremains < 12" diameter to Max. 24 " in diameter	460.66
HST	59.89
TOTAL	<u>520.55</u>

B.3.3 Cremains Placed in Private Marker/Monument Base	92.08
HST	11.97
TOTAL	<u>104.05</u>

B.3.4 Cremains placed in the ground at the same time as full burial interment	57.74
HST	7.51
TOTAL	<u>65.25</u>

B.3.5 Cremains placed in Monument Niche	72.66
HST	9.45
TOTAL	<u>82.11</u>

B.3.6 Disinterment - above rates plus 150% and all applicable taxes

NOTE: All interments include the use of artificial grass and lowering equipment

C UNIT PRICE FOR A COLUMBARIUM NICHE

C.1 Top Two Rows	1,247.40	Purchase Price of Columbarium Niche includes
Care & Maintenance	187.11	Purchase of Double Niche
Sub-Total	1,434.51	Bronze Plaque and installation
HST	186.49	One Urn Placement or interment
TOTAL	1,621.00	
C.2 Middle Four Rows	1,537.82	Interior shelf space of a niche is 13" wide
Care & Maintenance	230.68	x 10" deep x 8" high, therefore urns to be
Sub-Total	1,768.50	placed in the columbarium can be no bigger
HST	229.90	than 6.5" wide x 10" deep x 8" high.
TOTAL	1,998.40	
C.3 Bottom Two Rows	1,029.51	
Care & Maintenance	154.43	
Sub-Total	1,183.94	
HST	153.91	
TOTAL	1,337.85	
C.4 2nd Urn Placement in Niche	158.11	
HST	20.54	
TOTAL	178.65	

D. UNIT PRICE FOR FLOWER CARE PER LOT

D.1 Special Care Single - Flowers	2,798.95	Single Special Care: The flower bed is
HST	363.85	centred to the monument 3 rows of 6 flowers
TOTAL	3,162.80	- 18 flowers
D.2 Special Care Double - Flowers	5,597.88	Double Special Care: is two (2) singles
HST	727.72	2 single beds are planted 3 rows x 6 = 18
TOTAL	6,325.60	flowers - 2 x 18 = 36 flowers
D.3 Annual Care - Adult -Flowers	223.94	Single Pillow: Exact same size as single but
HST	29.11	turned in such a way that the bed is wider
TOTAL	253.05	across the base 3 rows x 6 = 18 flowers
		Double Pillow: Is positioned along the base
		the same as a single pillow but is larger in
		in 4 rows x 6 = 24 flowers
D.4 Annual Care - Child - Flowers	83.94	Annual Care paid for and planted each year
HST	10.91	Special Care is paid for once and is planted
TOTAL	94.85	every year

E. UNIT PRICE FOR A FOUNDATION FOR A UPRIGHT MONUMENT (MARKER)

For the Supply, Installation and Inspection of
Concrete Foundations for Upright Markers or
Monuments

\$ 0.30 per square inch
plus HST

Based on the exact size of the foundation. Where the square inches
are calculated by adding 6 inches to both the width and length of the
base of the Marker or Monument. The Town will only accepted
foundation orders from June 15th to September 15th of each year.

F. UNIT PRICE FOR A FOUNDATION FOR A FLAT MARKER**2018 Approved**

For the Supply, Installation and Inspection of
Concrete Foundations for Flat Markers

\$ 0.28 per square inch
plus HST

Based on the exact size of the foundation. Where the square inches are calculated by adding 6 inches to both the width and length of the base of the flat Marker . The Town will only accepted foundation orders from June 15th to September 15th of each year.

G. CARE & MAINTENANCE FOR A FLAT MARKER OR UPRIGHT MONUMENT (MARKER)

G.1 Flat Markers that measure less than 1116.13
square centimetres or 173 sq. inches

0.00

G.2 Flat Markers that measure at Least 1,116.13
square centimetres or 173 sq. inches

50.00

G.3 Upright Monument that measure less than 1.22
meters or 4 feet in height and/or length including the
base

100.00

G.4 Upright Monument measuring more than 1.22
meters or 4 feet in height and/or length including the
base

200.00

H. MISCELLANEOUS CEMETERIES FEES

H.1 For non-residents customers the above list rates
plus 40% mark-up and all applicable taxes

Note the only exception to applying the 40% increase for non-residents is care and maintenance fees for markers and lots, these rates are established under *the Funeral, Burial and Cremation Services Act, 2002* and regulations, as amended from time to time

H.2 Funeral Arriving before 9 am and after 3:00 pm

130.76

HST

16.99

TOTAL

147.75

H.3 Issue of new Interment Rights Certificate as a
result of revisions to intended occupant(s) or
ownership change

111.96 per change

HST

14.54

TOTAL

126.50

H.4 Rental of Artificial Grass for off-site interments

11.19 per off-site interment

HST

1.46

TOTAL

12.65

H.6 Hourly labour per cemetery worker

44.38

HST

5.77

TOTAL

50.15

General Notes:

1) Payment is due at the time of purchase - no financing options available

2) For any additional information or clarification , please feel free to contact the cemetery operator as per the contract information outlined at the top of each page of the current price list

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a by-law to appoint a Treasurer and Deputy Treasurer for the Town of Fort Frances)

WHEREAS on April 23, 2018, Council approved a report from the CAO with regard to succession planning within the Treasury Department of the Town of Fort Frances;

AND WHEREAS on May 28, 2018, Council approved a report from the Human Resources Manager with regard to the appointment of Dawn Galusha as Treasurer for the Town of Fort Frances.

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

- 1. That the following appointments be made effective on the date indicated:
 - a) Dawn Galusha is hereby appointed as Treasurer effective January 1, 2019
 - b) Aaron Bisson is hereby appointed as Deputy Treasurer effective January 1, 2019

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

J. Caul, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. 62/18

(Being a By-Law to authorize execution of a site plan control agreement as a condition of development with Good Day Wholesalers (Crozier) Ltd. - *The Planning Act*, Section 41)

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

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

AND WHEREAS Council of the Town of Fort Frances at its meeting held November 26, 2018 approved the report from the Chief Building Official / Municipal Planner, as supported by the Planning & Development Executive Committee, to designate property located at 335 Scott Street as a Site Plan Control Area and further that a Site Plan Agreement be approved;

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

1. That lands municipally known as 335 Scott Street, Fort Frances (PLAN ALB E1/2 LOT 358 PCL;8509) is hereby designated a site plan control area and shall be regulated by this by-law and the requirements set out in Schedule 'A' attached hereto between Good Day Wholesalers (Crozier) Ltd. and the Corporation of the Town of Fort Frances.
2. This by-law shall come into force and take effect upon the final passing thereof.

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

J. Caul, MAYOR

E. Slomke, CLERK

SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of December 2018.

B E T W E E N:

Good Day Wholesalers (Crozier)
Ltd (the “Owner”)

- and -

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

WHEREAS:

- A. The Owner has represented to the Municipality that the Owner is the registered and beneficial owner of the lands and premises (the “Lands”) legally described in **Schedule 1** hereto;
- B. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, a demolition of an existing building and paving for parking lot (herein sometimes referred to as the “Development” or “Proposed Development”);
- C. By an application dated October 1, 2018, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- D. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- E. The Owner has submitted to the Municipality the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) in respect of such Proposed Development by the Owner of the Lands; and
- F. s. 41(10) of the Planning Act (as “Planning Act” is defined in paragraph 3 of this Agreement) (the “Planning Act”) permits the registration of this Agreement against the Lands.

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

The Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as 335 Scott Street, more particularly described in **Schedule 1** attached hereto.

Schedules

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

-2-

Definitions

3. In this Agreement:

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

The Owner shall, further:

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

Terms and Conditions - General

4. The Owner:

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

-3-

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

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

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

To ensure compliance with this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality may draw upon any Security the Owner has provided to the Municipality if, in the opinion of the Chief Building Official of the Municipality, a building or part thereof is occupied contrary to the said provision.

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

- (k) that the Municipality shall be entitled, in its sole and unfettered discretion and at the sole cost and expense of the Owner, to retain the services of an independent qualified engineer to review all documentation submitted to the Municipality by the Owner and to conduct necessary inspections and otherwise of and in respect of the Works; and
- (l) that once all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement have been completed to the satisfaction of the Municipality, and in accordance with all Municipal specifications, the laws and requirements of all authorities having jurisdiction, and in a good and workmanlike manner, the Owner shall maintain such Works in accordance with the requirements of all authorities having jurisdiction until this Agreement is amended to provide otherwise or is otherwise released from title to

-4-

the Lands. In the event that any of the internal Works are not being maintained in accordance with all applicable laws and requirements of all authorities having jurisdiction, or if the Owner is otherwise in default of this Agreement, the Municipality may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement.

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

-5-

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

7. The Owner covenants and agrees to provide, arrange for, construct, install, and pay for all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement to the satisfaction of all authorities having jurisdiction, and in accordance with all municipal requirements and specifications, and in

-6-

a good and workmanlike manner.

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

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

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

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

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

Terms and Conditions - Other

9. The Owner acknowledges and confirms that, to the best of their knowledge and belief, there are no conditions known to them or any of them of or relating to the Lands (whether or not objected to by any authority with jurisdiction with respect to the same) which would adversely interfere with or derogate from, the uses to which Lands are presently put or the uses to which the Owner proposes to put the Lands, including, without limitation, the existence of any environmental hazard or other substance, material or contaminant of the soil or groundwater or any constituent element thereof causing or which would cause environmental contamination or concern.
10. (a) The Owner covenants and agrees to provide, arrange for, construct, install, and pay for the following Works external to the Lands, namely:
 - (i) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, facilities, and otherwise, dug up or damaged during or as a result of the construction or execution of the Proposed Development; and
 - (ii) any and all Works shown on or spoken to in the Plans and Drawings as being external to the Lands, including, without limitation:
 - (A) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands;
 - (B) concrete driveway approaches as shown on the Plans and Drawings; and
 - (C) hydro-electric power, gas, telephone, and other public utility requirements for the Proposed Development.
 - (D) the existing foundation slab at 335 Scott Street, if not demolished prior to grading of the land, sandbagging be installed to stop any debris or water to affect neighboring lands owned by the Town of Fort Frances and/or private neighboring properties until demolished
 - (E) as per the Zoning By-Law 03/14, parking lot surface completion to be finalized by November 1, 2019

-7-

- (F) the storm water on the property to be graded to the center of the property (325/335 Scott Street) and flow 1/3 to the North toward Scott Street entrance and 2/3 to the South toward the alleyway catch basin.
- (b) The Owner acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction, and installation of such Works and that the Proposed Development proposed hereunder could not be accommodated without the existence of such Works.
- (c) The Owner covenants and agrees to construct or install all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement to the satisfaction of the Municipality and any other authority having jurisdiction, and in accordance with all municipal specifications, and in a good and workmanlike manner. The Owner guarantees the workmanship and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred to as the "Guarantee and Maintenance Period") of one (1) year from the date of certification by the Municipality of completion thereof. The Owner covenants and agrees that it shall promptly and properly repair all defects in any and all such external Works to the complete satisfaction of the Municipality.

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

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

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

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

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

Financial Conditions, Security, and Insurance

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

-8-

covenants and agrees to file and maintain with and for the benefit of the Municipality, on the execution of this Agreement, (a) letter(s) of credit (collectively, the "Letter of Credit") in the amount set out in **Schedule 5** attached hereto. The Letter of Credit shall be in a form satisfactory to and approved by the Municipality, and the Owner covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the said Letter of Credit become due or until such time as set out in **Schedule 6** attached hereto.

- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, or thing, the Municipality shall be entitled to (in addition and without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity), without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding work, matters, and things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.
 - (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the Letter of Credit to complete any Works, matter, or thing required to be done, observed, or performed by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything contained in this Agreement, in the event that the Municipality determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any Works, matter, or thing remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, the Municipality:
 - (i) shall not be obligated to reduce the Letter of Credit until such time as such Work, matter, or thing is satisfactorily completed or the Municipality has sufficient Letter of Credit to ensure that such work, matter, and thing will be completed; and
 - (ii) may request additional letters of credit for such additional amounts as the Municipality determines is necessary to fully secure the completion of any Works, matter, or thing to be or remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, and the Owner shall and does hereby agree to provide same within 30 days of demand by the Municipality therefor.
 - (d) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer of the Municipality cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Municipality as security to be utilized in a like manner as the letters of credit referred to above and otherwise as required or permitted by this Agreement, provided that no interest shall be payable on any such deposit.
 - (e) Notwithstanding anything contained in this Agreement, it is understood and agreed by the Parties that, except as may be otherwise permitted by the Chief Building Official of the Municipality in writing, the Owner shall not commence, undertake, engage in, or continue the Works nor any part of them without first having provided to the Municipality security satisfactory to the Municipality.
 - (f) The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any Letter of Credit until the new owner files with the Municipality a substitute Letter of Credit or such other Security as may be permitted in the required amounts.
14. The Owner shall provide or cause to be provided to the Municipality, on or prior to the execution of this Agreement:
- (a) a general comprehensive liability insurance policy in the amount of \$5,000,000.00 per occurrence in a form satisfactory to the Municipality, indemnifying the Municipality from any loss arising from claims or damages, injury or otherwise in connection with any and all Works, things, and matters done by or on behalf of the Owner. The policy shall include but not be limited to bodily injury, property damage, and contractual liability and contain a cross-liability clause and name the Municipality as additional insured. The policy shall be maintained in full force and effect from and after the execution of this Agreement until all Works external to the Lands have been assumed by the Municipality and in any event until the expiry of the Guarantee and Maintenance Period. The policy shall be endorsed to provide 30 days written notice of cancellation to the Municipality. The Owner shall, upon request therefor by the Municipality at any time and from time to time, promptly provide the Municipality with a certificate of insurance in accordance with the above and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement. In the event that any renewal premium is not paid, the Municipality, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premium and the Owner

-9-

agrees to pay the cost of such renewal or renewals within 30 days of the account therefor being rendered by the Municipality. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits. Further, the Owner shall ensure that any contractor and subcontractor engaged to complete the Works or any matters to be done by and/or on behalf of the Owner or otherwise shall maintain the same as or equal insurance as required to be provided and maintained by the Owner hereunder; and

- (b) Professional Liability insurance in the amount of \$5,000,000.00 per claim in a form satisfactory to the Municipality. Such insurance shall provide coverage for all errors and omissions made by the Owner's Engineer and other professionals in the rendering of, or failure to render, professional services in connection with this Agreement, and remain in full force and effect for 12 months after completion of all things and matters to be done by or to be done by or on behalf of the Owner hereunder. Until the completion of all things and matters done by or to be done by or on behalf of the Owner, upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Owner shall promptly provide the Municipality with a certificate of insurance and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement.

Administration

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

***Good Day Wholesalers (Crozier) Ltd
325 Scott Street
Fort Frances, ON
P9A 1H1
1-807-274-5504 Fax
1-807-275-5683 Telephone***

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

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

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

Attention: Clerk

Facsimile: 807.274.8479

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

- (c) Any notice so given shall be deemed conclusively to have been given and received when so delivered personally or via facsimile, or on the third day following the sending thereof by mail. Any party hereto may change any particulars of its address for notice by notice to other party in the manner aforesaid.
- 16. The Owner hereby agrees that this Agreement, together with any schedules thereto, shall be registered upon title to the Lands at the sole cost and expense of the Owner. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to the application and this Agreement.
 - 17. The Owner covenants and agrees, at its own expense, to obtain and register such documentation (collectively, the "Subordination and Postponement Documentation") from its mortgagees, lessees, and encumbrancers and other Persons interested therein or with respect thereto as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality in order to ensure that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee, lessees, and encumbrancers and other Persons interested therein their interest in the Lands. The Subordination and Postponement Documentation shall be registered on title to the lands immediately after the registration of this Agreement.

- 18. The Owner acknowledges that the Municipality, in addition to any other remedies it may

-10-

have at law or equity, shall also be entitled to enforce this Agreement in accordance with s. 446 and any other applicable provisions of the Municipal Act.

19. Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices, or other policies or laws and regulations established by any other authority having jurisdiction.
20. If the Proposed Development governed by this Agreement is not commenced within 1 year from the date of the execution of this Agreement, the Municipality may, at its sole option and on 60 days notice to the Owner, declare this Agreement null and void and of no further force and effect. Under no circumstances shall the Municipality be obligated to refund any fees, levies, or other charges paid by the Owner pursuant to this Agreement.
21.
 - (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
 - (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
 - (c) Every provision of this Agreement by which the Owner is obligated in any way shall be, unless otherwise specifically stated, deemed to include the words "at the sole cost and expense of the Owner" including the payment of any applicable taxes (including, without limitation, HST).
 - (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted or consolidated from time to time and any successor legislation thereto.
 - (e) All obligations herein contained to be performed and observed on the part of the Owner shall, although not expressed to be covenants, be deemed to be covenants.
 - (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
 - (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
 - (h) Any rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.
 - (i) The Owner shall execute any further and other documents and do such further and other things as may be required or desirable to give effect to this Agreement.
22. Neither this Agreement nor any interest therein nor any rights under it shall be assigned or otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality.
23. If the Owner is constituted by or of more than one Person, their obligations hereunder shall be joint and several.
24. The Owner shall indemnify and save harmless the Municipality for and against all actions, causes of action, claims, suits, and demands whatsoever which may or do arise directly or indirectly by reason of, this Agreement, the construction and otherwise of the Proposed Development, or the Owner undertaking the Proposed Development.
25. The Owner agrees to do such further and other things and sign any further documents necessary or desirable to give effect to this Agreement.
26. The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect the Municipality's right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights to enforce this Agreement in such manner as it deems fit.
27. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
28. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative

-11-

tribunal, the Party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to any and all remedies arising from it, notwithstanding any provision in s.41 of the Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

29. The Owner understands and agrees that this Agreement and any materials or information provided to the Municipality may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act* or as otherwise required by law.
30. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
31. This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatory to the same counterpart.
32. This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

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

Wade Adam Friesen

per _____
Name:
Title:

per _____
Name:
Title:

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: R. Avis,
Title: Mayor

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

We have authority to bind the Municipality

Schedule 1

Legal Description of Lands

PLAN ALB E1/2 LOT 358 PCL;8509

Schedule 2

Solicitor’s Certificate of Ownership

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

I, Clint Calder, a Solicitor of Ontario, do hereby certify that Goodday Wholesalers (Crozier) Ltd is the sole registered and beneficial owners in fee simple of the lands and premises legally described as PLAN ALB E1/2 LOT 358 PCL;8509.

I further certify that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following: None.

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

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

DATED at _____, Ontario, this _____ day of _____, 2018.

Solicitor for the Owner

-14-

Schedule 3

Schedule of Financial Obligations of the Owner

1. Any and all costs and expenses whatsoever incurred by the Municipality with regard to:
 - (a) Application for site plan;
 - (b) Preparation of this agreement;
 - (c) Registration of this Agreement on title and preparation of any and all land titles documentation in relation thereto, all such documentation to be provided to the Municipality for approval prior to registration thereof;
 - (d) All legal / lawyer fees and disbursements;
 - (e) Engineer / engineering fees and disbursements;
 - (f) Planning / planner fees and disbursements;
 - (g) Municipal staff time;
 - (h) All Land title fees and charges;
 - (i) Any other costs or charges in any way related to the application, the development, or this agreement; and
 - (j) HST and any other taxes applicable on or to any of the above.

Schedule 4

List of Plans and Drawings
(Appendix 'A')

Demolition Plans as submitted an attached to agreement.

****Changes or additional plans and drawings must be submitted to the Municipality for approval. Once approval is granted by the Municipality, the listing of Schedule 4 will be amended.**

16-

Schedule 5

Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	5% of the project value \$40 000.00 = \$2000.00
--	---

** If project value changes, then Letter of Credit value will be amended accordingly.

-17-

Schedule 6**Reduction or Release of Security****Application for Reduction of Securities**

1. Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:
 - (a) letter of application for reduction/release;
 - (b) the consultant's certificate confirming that services completed;
 - (c) as-constructed drawings;
 - (d) satisfactory evidence of no construction liens filed;
 - (e) workplace safety certificate;
 - (f) statutory declaration as to accounts;
 - (g) surveyor's certificate and real property report(s); and
 - (h) composite utility plan.

2. Upon receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule 7, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit by ninety percent (90%).

3. Upon the satisfactory completion of the Maintenance period noted in paragraph 13 of the Agreement, and the receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit to zero and thereupon release or return the Letter of Credit to the Owner or to the issuing financial institution.

4. The Municipality shall not be required under any circumstances to refund the Letter of Credit or any part of it utilized by the Municipality as a result of any failure on the part of the Owner to perform and observe, to the satisfaction of the Municipality, any or all obligations as set out in the Agreement on the part of the Owner to be observed and performed.



Township of La Vallee

OFFICE OF
CLERK AND TREASURER
P.O. BOX 99, DEVLIN, ONTARIO POW 1C0
TELEPHONE 807-486-3452 FAX 807-486-3863
email: lavalley@nwonet.net

November 15, 2018

District Municipalities:

In September, 2017, OPTIMUS SBR conducted a governance and accountability review of the Rainy River District Social Services Administration Board (RRDSSAB).

A common concern among those that participated was the fact that unincorporated areas have three of the thirteen seats on the Board of Directors, while financial decisions made by this board have no impact on them. This concern was included in the OPTIMUS summary.

Again in 2018, as in the 2014 Election, there were no candidates for the RRDSSAB from Rainy River West Unincorporated (Rainy River to Fort Frances outlying areas).

Where As, the qualified residents for the territory without municipal organization from Rainy River West to Fort Frances have not nominated a candidate to represent them during the nomination period and on account of the large number of qualified board members on DSSAB it is felt by the Township of La Vallee that the decision of these residents should be respected and this board seat should be left vacant for this term. It is the opinion of the Council of the Township of La Vallee that no "appointment" to that seat should be made.

Please discuss this at your December Council Meetings and ask your DSSAB Board Appointee to oppose any appointment to the vacant seat.

Yours truly,


Patti McDowall
For Reeve and Council



Rainy River District
Social Services
Administration Board

****IMPORTANT NOTICE****

TO: All residents of the Territory Without Municipal Organization within the District of Rainy River.

The Rainy River District Social Services Administration Board (RRDSSAB) is seeking applications for an individual to represent Territory Without Municipal Organization (TWOMO) for Rainy River West (Rainy River to Fort Frances outlying areas).

Per the *District Social Services Administration Board Act, O. Reg. 278/98, s. 3.1(2)*, qualifications of members are as follows:

A member of a board who is not a member at large who represents Territory Without Municipal Organization shall be a Canadian Citizen who is at least 18 years of age and;

- (a) a permanent resident of the territory without municipal organization;*
- (b) an owner or tenant of property in the territory without municipal organization; or*
- (c) the spouse of an owner or tenant of property in the territory without municipal organization.*

For more information or to obtain an application, please contact Sandra Holt, Administrative Assistant at (807) 274-5349 ext. 224 or email sandra.holt@rrdssab.on.ca . All persons who are interested must complete and submit a *TWOMO Application Form* no later than **Thursday, December 6, 2018 at 4:00 p.m.**

The ROMA Conference returns to the Sheraton Centre, downtown Toronto, January 27 – 29, 2019.

Rural Matters 2019 will be a full educational conference, with access to industry experts, provincial representatives, and product and service providers.

Sunday, January 27:

1:00 – 6:00 pm: Exhibit Hall Open
1:00 – 2:15 pm: Concurrent Sessions
2:45 – 4:30 pm: Plenary Stage Programming
4:30 – 6:00 pm: Welcome Reception

Monday, January 28:

7:30 am – 3:00 pm: Exhibit Hall Open
7:30 – 8:15 am: Breakfast
8:30 – 10:00 am: Plenary Stage Programming
10:30 – 11:45 am: Concurrent Sessions
11:45 am – 12:45 pm: Learning Lunches
1:15 – 2:30 pm: Concurrent Sessions
3:00 – 5:00 pm: Plenary Stage Programming

Tuesday, January 29:

7:30 – 8:15 am: Learning Breakfasts
8:30 – 11:45 am: Plenary Stage Programming

Plenary Stage Programming includes:

- Opening Keynote Speaker: Lance Secretan
- Cannabis Update: Regulations and Implementation
- Michael J. Smither Question Box
- Closing Keynote Speaker: Peter Kenyon, Founder and Director, Bank of I.D.E.A.S.

Concurrent Sessions Topics include:

- Conflict of Interest
- Alternate Funding Sources and Revenue Streams
- Asset Management Plans
- Government Relations
- Planning
- Communications without Local Media
- Affordable Housing
- Economic Revitalization through Food Tourism
- Transit for Large Geographical Areas
- Small Servicing Innovations
- Bill 68
- Building Code

Plenary Stage Speakers



Lance Secretan



Peter Kenyon

From: [Peggy Johnson](#)
To: [alberton@jam21.net](#); [Bridget Foster](#); [lakeofthewoodstwp@tbaytel.net](#); [lavalley@nwonet.net](#); [Lisa Slomke](#); [mhanson@snnf.ca](#); [rainyriver@tbaytel.net](#); [Sue Bates](#); [township@emo.ca](#); [townshipofmorley@gmail.com](#); [vvogan@tbaytel.net](#); [wkabel@snnf.ca](#)
Cc: [alberton@jam21.net](#); [dennisbrown](#); [dewald](#); [jodoins@tbaytel.net](#); [mickey@jam21.net](#); [pspuzak.council@gmail.com](#); [Rilla Race](#); [township@emo.ca](#); [townshipofmorley@gmail.com](#); [Wendy Brunetta](#)
Subject: 28th Annual General Meeting - RRDMA
Date: Thursday, November 29, 2018 11:18:36 AM
Attachments: [DOC002.pdf](#)
[DOC003.pdf](#)
[DOC004.pdf](#)

Good morning everyone....please find attached notice for RRDMA 28th Annual General Meeting along with registration form. If you should have any members of Council interested in serving on various committees or positions please advise either myself or Dennis Brown/Rilla Race by December 31, 2018. Thank you for your assistance in this matter. Peggy

Peggy Johnson
Secretary Treasurer
RRDMA

**RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION
OFFICE OF THE SECRETARY-TREASURER
P.O. Box 4, Barwick, Ontario, P0W 1A0
Ph. 487-2354 or 271-0911 e-mail: chapple@tbaytel.net**

November 29, 2018

**TO: ALL MUNICIPALITIES
DISTRICT OF RAINY RIVER**

FROM: Peggy Johnson, Secretary-Treasurer, RRDMA

*** * * NOTICE * * ***

The Rainy River District Municipal Association will be hosting its 28th Annual General Meeting and Conference on Saturday, January 19th, 2019 at the Stratton Millennium Hall in Stratton, Ontario. Registration will begin at 8:30 a.m. and the Conference will begin at 9:00 a.m.

Please use the attached registration form for registering your municipal delegates.

A preliminary agenda will be distributed following the Executive Meeting to be held December 10th, 2018. As per last year's agenda, a banquet will not be held following this AGM. Registration fees will remain unchanged from prior years i.e. for full delegate: \$40.00. In addition to the morning refreshment break, a more substantial lunch and afternoon coffee break will be provided. The attendance prize previously reserved for those attending the banquet in prior years will be drawn for at 3:00 p.m. and those delegates present at that time will be eligible to win.

Similar to previous years, the Association is soliciting donations to offset the cost of the conference and provide for attendance prizes to be drawn for throughout the day. Any contribution in the form of cheque payable to Rainy River District Municipal Association or item(s) to use as prizes would be greatly appreciated. All donors will be recognized at the conference for their contribution. In order to facilitate recognition, please advise well in advance of the AGM what items, if any, you will be contributing and ensure that they are at the Stratton Millennium Hall when needed.

The business of the AGM will include, among other matters, election of representatives of our Association for positions on the following organizations:

Association President/NOMA Vice-President – Two year term.

Association Vice-President – Two year term.

NOMA Board – Two municipal council representatives and one municipal staff person. Term is for two years commencing with the close of the spring NOMA AGM in 2019.

Rainy River District Veterinary Services Committee – One representative. Two year term.

Rainy River Valley Agricultural Society – One representative. Two year term.

Rainy River District Stewardship – One representative. Two year term.

Safe Communities Rainy River District – One representative. Two year term.

Physician Recruitment & Retention Committee – One representative. Four year term.

Northwestern Health Unit Board – One representative. Four year term.

Nominations of candidates to these positions are to be submitted to the RRDMA Secretary-Treasurer and Mr. Dennis Brown, Mayor, Town of Atikokan, Chair of the Nominations Committee (dennis.brown@atikokan.ca).

We are looking forward to another great conference in January and hope to see your municipality well represented.

**RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION
MUNICIPAL DELEGATE REGISTRATION FORM
28th ANNUAL GENERAL MEETING AND CONFERENCE**

STRATTON MILLENNIUM HALL, STRATTON, ON JANUARY 19th, 2019

DELEGATE: \$40.00 each

NAME/S

TITLE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL AMOUNT PAID: \$ _____

REPRESENTING: _____

PLEASE VERIFY THE NUMBERS THAT WILL BE ATTENDING LUNCH: _____

Note: There will NOT be a closing banquet.

MAKE CHEQUE PAYABLE TO: RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION

MAIL TO: Peggy Johnson
 Secretary-Treasurer, R.R.D.M.A.
 P.O. Box 4
 Barwick, Ontario
 P0W 1A0

Phone: 807-487-2354 or 807-271-0911
E-mail: chapple@tbaytel.net

Fort Frances	RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION	
Atikokan	OFFICE OF THE SECRETARY-TREASURER	Rainy River
Alberton	Interim	Dawson
La Vallee	P.O. Box 4	Lake of the Woods
Emo	Barwick, Ontario	Morley
	P0W 1A0	Chapple

Phone: (807) 487-2354 Email: chapple@tbaytel.net

November 29, 2018

District of Rainy River Municipalities

Dear Mayor/Reeve & Councillors:

Please find attached a notice of the Rainy River District Municipal Association AGM to be held at the Stratton Millennium Hall in Stratton, Ontario on Saturday, January 19, 2019. A form is attached also for your use in registration of your delegates.

Please note in the notice that the RRDMA President and Vice-President positions are to be elected by the voting delegates at the RRDMA annual general meeting from those members appointed by the councils as their primary representative to the RRDMA Executive. The terms for these offices are now two years. Please advise if there is to be a change in the representative for your municipality for any reason. Please note also, that the following holds true if a candidate nominated from the floor at the AGM for election as President or Vice-President is successful, is from your municipal council but is not the representative appointed by your council initially. The elected President or Vice-President will replace your council's original representative on the RRDMA Executive.

There are other positions also shown in the attached notice available to be appointed by election by the RRDMA membership at the annual general meeting on January 19, 2019. Please advise through formal nomination by your council before December 31, 2018 if there are members of your council interested in one of these positions.

If your council wishes to have a resolution placed on the floor at the RRDMA annual general meeting on Saturday, January 19, 2019, please forward them to me and Deborah Ewald, Mayor, Town of Rainy River, Chair of the Resolutions Committee, (debjewald@live.ca) by December 31, 2018, preferably in electronic format. This would include any resolutions that are to be put before the spring NOMA conference and AGM.

Thank you for your consideration of this at your earliest convenience.

Sincerely,

Peggy Johnson
Secretary-Treasurer

From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: AMO Policy Update - Government Announces New Social Assistance Reform Plan
Date: Thursday, November 22, 2018 3:51:32 PM

November 22, 2018

Government Announces New Social Assistance Reform Plan

Children, Community and Social Services Minister, Lisa MacLeod, has announced a new plan for Social Assistance Reform. In Ontario, 47 Consolidated Municipal Service Managers (CMSMs) and District Social Service Administration Boards (DSSABs) are on the front lines of delivering the Ontario Works component of social assistance. Reforms also impact the Ontario Disability Support Program (ODSP), which is administered by the Province. Given municipal governments' 'on the ground' knowledge, AMO provided input into the Ontario government's reform plan. AMO's recommendations for social assistance reform were informed by municipal perspectives across Ontario. They can be found on the AMO [website](#).

AMO is supportive of efforts to reduce poverty and achieve greater overall affordability for the people of Ontario. An essential building block to help achieve this is to create a modern, responsive, effective, and cost-efficient social assistance system. Social assistance reform creates an opportunity to invest in peoples' well-being by providing services that centre on Ontarians in need and reduce administrative red tape. The Ontario government will be taking a multi-ministerial approach to social assistance moving forward. Changes will be implemented over the next 18 months.

To reform Ontario Works the Ontario government will:

- focus on employment, streamlining, local service flexibility, and accountability
- partner with and support municipal governments by creating more flexibility in how services are delivered on the ground
- empower case workers by freeing up their time so that they can focus on clients instead of paperwork
- develop individual action plans for Ontario Works recipients to help vulnerable Ontarians secure a job
- facilitate connecting Ontario Works recipients with potential employers,

including the creation of a new ‘Open for Business’ website

- launch pilot projects with select municipal governments to help Ontario Works recipients secure employment.

Proposed Reforms to the Ontario Disability Support Program include:

- aligning the definition of ‘disability’ with the one used by the Federal government for new ODSP applicants
- reviewing ODSP eligibility on an annual basis instead of on a monthly basis
- increasing the ODSP income allowance to \$6000 a year before deductions in support are triggered
- allowing recipients greater flexibility in choosing benefits most suitable to their situation.

Notably, all existing ODSP recipients will be grandfathered into the new program.

After seeking more detail from the government about the new plan, AMO will conduct further analysis about the municipal impacts and work with the Province towards implementation. For more information, see the Ontario Government’s [news release](#).

AMO Contact: Michael Jacek, Senior Advisor, mjacek@amo.on.ca, 416.971.9856 ext. 329.

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

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



From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: AMO Policy Update - Ontario Government Releases New Environment Plan for Consultation
Date: Thursday, November 29, 2018 5:54:43 PM

November 29, 2018

Ontario Government Releases New Environment Plan for Consultation

The Honourable Rod Phillips, Minister of Environment, Conservation and Parks has released Ontario's new [Environment Plan](#) for a 60-day consultation on the Environmental Registry. The new plan, a broad and wide-ranging framework for action on land, air and water quality across the province sets out new climate change action and climate resilience targets for the province. The government will conduct more focused consultations on individual plan objectives and actions in 2019. This update provides municipal officials with an overview of the plan's main objectives and possible actions that could affect municipal governments. AMO will be reviewing the plan in detail and responding to the government through the consultations.

Through today's announcement, the government proposes to revise Ontario's greenhouse gas (GHG) emissions reduction target by 30 per cent from 2005 levels by 2030. This target is aligned with reductions under the United Nations Paris Accord but allows greater emissions than the current target adopted by the previous government. The Province re-commits to investing \$5 billion additional funding in transit across Ontario and to working with federal and municipal governments to invest the \$7 billion Green Infrastructure stream in the Investing in Canada Infrastructure Plan in areas such as transit, wastewater and stormwater infrastructure.

The new strategy is separated into four main categories containing a wide range of proposed actions. Depending upon local needs and circumstances, municipal governments could be affected a number of initiatives. The four parts of the proposed plan are:

Addressing Climate Change

- Actions to increase climate resilience for people and communities include:
 - Carrying out a provincial climate impact assessment including vulnerability for key sectors such as energy, transport, water and agriculture;

- Providing better information tools to homeowners to understand and take action to protect against climate change impacts;
- Helping communities apply climate science in decision making to improve resilience;
- Modernizing the Ontario Building Code to protect new buildings and homes against extreme weather;
- Reviewing the Municipal Disaster Recovery Assistance program to incorporate climate resilience upgrades to damaged infrastructure; and
- Review land use planning policies for climate resilience and helping communities adapt to changing weather conditions and improve stormwater management.
- This section also lays out actions to reduce GHG emissions by 30 per cent from 2005 levels by 2030 in line with the Paris Accord by:
 - Regulating Ontario's largest emitters to reduce GHGs. The regulated standards will include an assessment of trade-exposed industries and allow appropriate exemptions;
 - Create a four year \$400 million Ontario Carbon Trust fund to help pay for innovative technologies and GHG reductions;
 - The Ontario Carbon Trust could be combined with the \$420 million federal Low Carbon Leadership Fund allowing up to \$820 million to provide incentives to reduce carbon emissions;
 - Conserving energy and water in homes and buildings through better information on energy and water consumption
 - Expand the "Green Button" initiative for electricity and natural gas and voluntary support for water utilities;
 - Encourage the display of home energy information on real estate listings;
 - Increase renewable content in gasoline to 15 per cent by 2025;
 - Require natural gas utilities to offer voluntary renewable natural gas options for consumers;
 - Support smart grid and energy storage technologies;
 - Work with municipal governments to develop climate and energy

plan initiatives to support climate resilience and low carbon transformation; and

- Remove regulatory barriers to private sector low carbon refueling and compressed natural gas stations for trucks.

Reducing Litter and Waste in Our Communities and Keeping our Land and Soil Clean

- Commitment to move Ontario's existing waste diversion programs to full producer responsibility to provide relief for taxpayers and make producers of packaging and products more efficient by better connecting them with the markets that recycle what they produce;
- Provide municipal governments and the communities they represent with say in landfill siting approvals;
- Cut regulatory red tape and modernize environmental approvals to support sustainable end markets for waste and new infrastructure;
- Expansion of green bin collection systems in large cities and relevant businesses;
- Develop a proposal to ban food waste from landfill;
- Reduce plastic waste through development of a national strategy; seeking federal commitment to implement standards that address recyclability and labelling for plastic products and packaging and ensuring the Great Lakes and other inland waters are included in international agreements that deal with plastic waste in the environment;
- Provide clear rules for compostable products and packaging by working with municipal governments and private composting facilities to build a consensus around requirements for emerging compostable materials and consider making producers responsible for the end of life management of these materials;
- Establish an official day focused on cleanup of litter across Ontario;
- Explore opportunities to recover the value of resources in waste through chemical recycling or thermal treatment;
- Work with municipal governments and producers to provide more consistency across the province regarding what items can and cannot be accepted in the Blue Box;
- Revise Brownfields regulation and record of site condition to reduce barriers

to redevelop contaminated lands;

- Make it easier to reuse excess soils;
- Work with municipalities to reduce illegal dumping, including of excess soils; and
- Improve management of hauled sewage.

Protecting Our Air, Lakes and Rivers

- Local air quality monitoring and action plans to address regional concerns;
- Reducing road salt infiltrating Ontario's lakes and rivers through best management practices and reducing phosphorous;
- Increasing transparency of monitoring and reporting of sewage overflows from municipal wastewater systems and considering improvements to stormwater and wastewater financing and investment;
- Action on invasive species;
- Addressing water taking policies to protect groundwater and prioritizing uses; and
- Increasing water use tracking and reporting.

Conserving Land and Greenspace

- Work with municipal governments and communities to ensure Conservation Authorities focus on protecting people and property from flooding;
- Modernize Environmental Assessments (EA) to avoid duplications, streamline and reduce delays while better recognizing other planning processes

Municipal officials are encouraged to review the plan for individual impacts and opportunities in their government operations. Members may wish to provide their comments directly on the province's new [Environment Plan](#) through the EBR by January 28, 2019. AMO will be assessing the areas of the plan in greater detail and will report to members on any significant developments.

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.

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



Good afternoon,

In light of the recent municipal election, the Council of the Corporation of the Town of Kearney passed the following resolution in regard to the creation, maintenance and general quality of the Municipal Voters' List:

Resolution

#10.(d)(iii)/21/11/2018

WHEREAS concern over the quality of the Municipal Voters' List is not a new phenomenon;

AND WHEREAS in 2012, the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) published a "Voters' List Position Paper" and since that time has been advocating for transformational changes to the way that Ontario creates and maintains the Voters' List for municipal elections;

AND WHEREAS the Preliminary List of Electors which forms the Voters' List in Ontario is supplied by data from the Municipal Property Assessment Corporation (MPAC);

AND WHEREAS despite the incremental changes made by MPAC, MPAC has a limited ability to fix the currency and accuracy issues that impairs the current process and the Voters' List continues to be flawed with data inaccuracies and outdated information;

AND WHEREAS a transformational solution to the way that the Voters' List is created and managed is required;

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney supports the re-establishment of the multi-stakeholder working group between the Ministry of Municipal Affairs, Ministry of Finance, AMCTO, MPAC and Elections Ontario in exploring and identifying ways to create and maintain the Voters' List for Municipal Elections;

AND FURTHER Council requests an update be provided from this 'Voters' List Working Group' on the transformational solutions being discussed;

AND FURTHER that this resolution be circulated to all Ontario Municipalities for their consideration and support.

CARRIED

We hope that this resolution will be of interest to your Municipality, and that you will support this endeavour moving forward.

Sincerely,

Cindy Filmore

Senior Office Assistant
Town of Kearney
Ph# (705) 636-7752
Fax (705) 636-0527



November 20, 2018

To the Head & Members of Council:

Pursuant to Policy B-008 of the Ontario Good Roads Association, the Nominating Committee shall report to the Annual Conference its nominations for directors.

The OGRA Board of Directors is committed to achieving a diverse leadership team. We encourage women and individuals from diverse backgrounds to put their names forward for these positions.

The following members will serve on the 2019-2020 Board of Directors in the following capacity:

President	Rick Kester , CAO, City of Belleville
1 st Vice-President	Rick Harms , Project Engineer, City of Thunder Bay
2 nd Vice-President	Dave Burton , Mayor, Municipality of Highlands East
Immediate Past President	Chris Traini , County Engineer, County of Middlesex
Directors	Paul Ainslie , Councillor, City of Toronto
	Antoine Boucher , Director of Public Works & Engineering, Municipality of East Ferris
	Steven Kodama , Director, Transportation Services, City of Toronto
	Bryan Lewis , Councillor, Town of Halton Hills
	Paul Schoppmann , Mayor, Municipality of St.-Charles
	Michael Touw , Manager of Operations, County of Peterborough

Those nominated by the Nominating Committee shall be selected from OGRA's municipal or First Nations membership pursuant to the requirements for geographic representation contained in Section 12 of the Constitution, and so far as possible meeting the criteria established in Policy B-008. A full copy of the Constitution can be viewed on the OGRA web-site. **Those elected shall serve for a two (2) year term ending on February 24, 2021.**

The following vacancies need to be filled:

South West Zone	Two (2) Vacancies
South Central Zone	Two (2) Vacancies
Northern Zone	One (1) Vacancy

The Southwest Zone consists of the municipalities in and including the Counties of Brant, Bruce, Elgin, Essex, Haldimand, Huron, Lambton, Middlesex, Norfolk, Oxford, and Perth, the municipality of Chatham-Kent, and municipalities in and including the Regional Municipality of Waterloo.

The South Central Zone consists of the municipalities in and including the Counties of Dufferin, Grey, Simcoe, and Wellington, and municipalities in and including the Regional Municipalities of Durham, Halton, Niagara, Peel and York, and the City of Hamilton.

The Northern Zone consists of the municipalities in the Districts of Algoma, Cochrane, Kenora, Manitoulin Island, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming; municipalities in and including the District of Muskoka and the City of Greater Sudbury.

Any member of Council or a permanent full time staff from an OGRA member municipality or First Nations interested in being considered as a candidate for a position on the Board of Directors must complete the attached Nomination Consent form and submit it along with their résumé to the attention of the Chair of the Nominating Committee by no later than **December 21, 2018** at 2:00 p.m. Fax your information to 289-291-6477, e-mail to info@ogra.org or mail to OGRA, 1525 Cornwall Road, Unit 22, Oakville, Ontario L6J 0B2

The Nominating Committee will meet in January to recommend a slate of candidates to the membership. The members of the Committee are:

Chair: Ken Lauppe, Immediate Past President
 Vice Chair: Robert Burlie, OGRA Past President
 Members: Paul Ainslie, OGRA Director
 Dave Burton, OGRA 3rd Vice-President
 Paul Schoppmann, OGRA Director

Any questions regarding the Nomination process or serving on the Board of Directors can be directed to the undersigned at joe@ogra.org.

Yours truly,



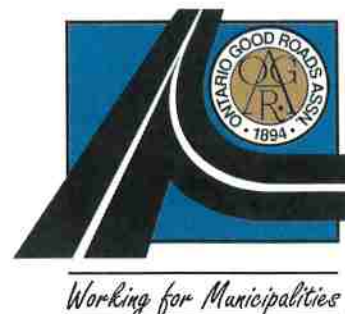
J. W. Tiernay,
Executive Director

c: Ken Lauppe, Chair, Nominating Committee

Ontario Good Roads Association

Board of Directors

Nomination and Consent Form



We hereby nominate the following to the Board of Directors of the Ontario Good Roads Association for the 2019/21 term of office (2 year term):

Name of Candidate

Name: _____

Position: _____

Municipality: _____

Moved by: _____

Seconded by: _____

(Candidates must be nominated by two eligible members of OGRA. A resolution of Council is acceptable but not mandatory)

Candidate Consent

The candidate nominated above must sign below indicating they consent to the Nomination and agree to let their name stand for office.

I, _____ hereby consent to the Nomination
(Name of Candidate)
to the Board of Directors of the Ontario Good Roads Association.

Signature

Date

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000



DEC 05 2018

RE: Municipal Reporting Burden

Dear Heads of Council,

As you have heard me say, reducing the provincial reporting burden affecting the municipal sector is a priority for the government. I addressed municipal concerns about the reporting burden at the Association of Municipalities of Ontario (AMO) conference in Ottawa this past summer. I have heard from municipalities that the province asks for too many reports, which impacts the ability of municipalities to focus on local priorities.

I have struck a team in my ministry to lead the reduction of the municipal reporting burden across government. In addition to reducing the number of reports, we must make sure any remaining information collected is necessary for the province's work. We must confirm the information requested is not duplicative, and that the reporting requirements for small municipalities are appropriate.

To address these goals, my ministry will be convening a cross-government working group to bring together ministries with municipal reporting requirements. This group will be tasked with reducing reporting and undertaking the work to meet the aforementioned commitments.

In addition to our cross-government working group, in 2018, my team will be convening a stakeholder working group of various municipal associations with a shared common interest in municipal reporting requirements.

I invite you to share your thoughts on what changes can be made to municipal reporting directly to my office, as well.

Thank you for your support.

A handwritten signature in black ink, appearing to read 'Steve Clark'.

Steve Clark
Minister, Ministry of Municipal Affairs and Housing

c: Laurie LeBlanc, Deputy Minister, MMAH

TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 79

November 20, 2018

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on November 20, 2018 from 12:05 p.m. to 12:27 p.m.

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

ALSO PRESENT: D. Brown, CAO, L. Lindberg, Treasurer, D. Galusha, Deputy Treasurer, T. Moffitt, Fire Chief/CEMC (12:05 p.m. to 12:25 p.m.) R. Thoms 93.1 the Border and K. Lawson, Secretary

REGRETS:

1. **Call to Order - 12:05 p.m.**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**

2.1 D. Galusha, Deputy Treasurer - Officers and Signing Authority.

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

4. **Approval of Previous Committee Minutes**

4.1 Session No. 78 dated November 6, 2018.

Ryan-Brunetta: Approved as presented.

CARRIED

5. **In-Camera - no items identified**

6. **Items Referred from Council**

- 6.1 Rainy River District Women's Shelter of Hope Support Request.
 - committee recommended providing a letter of support to the Rainy River District Women's Shelter of Hope supporting their endeavor in principle and to advise that the charity rebate of 40% is available for organizations that are taxable and charitable. Committee felt that the funding portion of this endeavor should be up to the Rainy River District Social Services Administration Board.
- 6.2 2019 User Fee - Administration and Finance.
 - T. Moffitt, Fire Chief/CEMC was present to provide a report on the 2019 Emergency Services User Fees & Charges in addition to the report provided by the Treasury Department for the 2019 User Fees for the Administration and Finance Division..
 - committee recommended approval of both the 2019 Emergency Services User Fees as amended and the 2019 Administration and Finance Division User Fees.

7. **New Business**

- 7.1 Fort Frances Meals on Wheels Request for 2019 Funding.
 - committee recommended that the Fort Frances Meals on Wheels funding request of \$22,000.00 be referred to the 2019 budget process.
- 7.2 357/358 Applications for Tax Adjustment re: 560 Webster Avenue (2018).
 - committee recommended approval of the adjustment of the 2018 taxes under Section

357/358 of the *Municipal Act* for property located at 560 Webster Avenue resulting from an unfinished allowance for extensive renovations to the structure.

- 7.3 Radio Season's Greetings Request.
 - committee recommended approving the purchase of twenty-six 15 second Holiday Greetings to be aired on 93.1 the Border from December 19 to 31, 2018 at a cost of \$249.00 plus hst.

8. Non-agenda Items

- 8.1 Officers & Signing Authority.
 - D. Galusha, Deputy Treasurer provided an overview of this report.
 - committee recommended the following:
 - 1. That of Officers of the Corporation of the Town of Fort Frances effective December 3rd, 2018 are:
 - i) Mayor - June Caul
 - ii) Councillors - Wendy Brunetta, Andrew Hallikas, Douglas Judson, John McTaggart, Michael Behan, Rick Wiedenhoeft;
 - and
 - 2. That the Signing Officers authorized to conduct financial transaction on behalf of the Corporation of the Town of Fort Frances are any two of the following listed:
 - i) Mayor - June Caul
 - ii) CAO - Doug Brown
 - iii) Treasurer - Laurie Lindberg
 - Dawn Galusha - effective January 1, 2019
 - iv) Clerk - Elizabeth Slomke

9. Information

- 9.1 Fort Frances Fire & Rescue Service - October 2018 Report.
 - received as information.

10. Adjourn 12:27 p.m. / Next Meeting Date - December 4, 2018

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #49November 19, 2018

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on November 19, 2018 from 8:00 a.m. to 8:35 a.m.

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

ALSO PRESENT: D. Brown, CAO, T. Dennis, CBO/Planner, P. Ryan, Guest.

1. Call to Order - 0800am

Session #49.

2. Disclosure of pecuniary interest and the general nature thereof

None.

3. Approval of Previous Committee Minutes

- 3.1 Approval of October 1st, 2018 meeting minutes.
- Approved as presented.

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

None.

5. In-Camera

None.

6. Items Referred from Council

- 6.1 Request Letter from J. Stephenson, FORM Architecture - Request for Amendment of Site Plan Control Agreement.

- An overview of this item was provided to the Committee. The Planning & Development Executive Committee is recommending that Council approve the report as presented and adhere to the Site Plan Control Agreement as currently approved and agreed upon.

- 6.2 Request Letter from T. Ross.

- An overview of Mr. Ross' second letter was provided to the Committee and after a discussion was had on this item. The Planning & Development Executive Committee is recommending that Council approve a 9' over height fence in the rear yard only for this property.

7. New Business

- 7.1 Traffic By-Law #21/14 - Amendment I.

- A discussion was had on this item and a background provided to the Committee was presented. The Planning & Development Executive Committee is recommending that Council approve the report as presented.

- 7.2 2019 User Fees.

- An overview of the User Fees for Planning & Development was provided to the Committee. The Planning & Development Executive Committee is recommending that Council approve the report and User Fees as presented.

- 7.3 Site Plan Control Agreement for Goodday Wholesalers (Crozier) Ltd - (335 Scott Street).

- An overview was provided on this item and after a discussion was had on this item. The Planning & Development Executive Committee is recommending that Council approve the report as presented.

8. Outstanding Items

- 8.1 255 Scott Street (TBT Engineering) - Proposed Plans for Building.
 - No update at this time.

9. Information

None.

10. Non-agenda Items

None.

11. Adjourn / Next Meeting Date - 0835am

Tuesday December 4th, 2018.

Executive Committee Chair

Secretary, Planning & Development Executive Committee

TOWN OF FORT FRANCESMINUTESSESSION NO. #014November 21, 2018

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on November 21, 2018 from 8:30 a.m. to 9:41 a.m.

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

ALSO PRESENT: Mayor Roy Avis

1. Call to Order

1.1 The meeting was called to order at 8:35 a.m.

2. Disclosure of pecuniary interest and the general nature thereof

2.1 None

3. Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on November 7, 2018 - the minutes were approved as circulated.

4. Non-agenda Items

4.1 Minimum Maintenance Standards - Sidewalks - discussion

5. Items Referred from Council

5.1 Letter from Fort Frances and District Community Living - Re: Accessibility Ramp - the administration report was approved as presented.

6. New Business

6.1 2019 Operations and Facilities Division User Fees and Charges - the administration report was approved as presented.

6.2 Sanitary Capacity Study of the Scott Street Sanitary Sewer Main and White Pine Lift Station - the administration report was approved as recommended

6.3 October 2018 Drinking Water Systems Monthly Summary Report - the report for the

Drinking Water Systems for the month of October 2018 was approved as recommended.

7. Information

- 7.1 Operations and Facilities Division - Environmental Area - Operational Statistics - October 2018 - the report was reviewed and will be forward to Council as information only. No action required.

8. Non - agenda

- 8.1 Minimum Maintenance Standards - discussion - there was a verbal discussion on or responsibilities under the new standards

9. Adjourn / Next Meeting Date

- 9.1 The meeting adjourned at 9:41 a.m.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities