

TOWN OF FORT FRANCES

AGENDA - March 11, 2019

COMMITTEE OF THE WHOLE MEETING

Committee Room and Council Chambers, Civic Centre

(Session No. 011) 5:30 PM

Page

1. **Call to Order**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
3. **Disclosure of pecuniary interest and the general nature thereof.**
4. **In-Camera:**
 - 4.1 A proposed or pending acquisition or disposition of land by the municipality or local board: Inquiry to Purchase Municipal Land (Laneway)
 - 4.2 A proposed or pending acquisition or disposition of land by the municipality or local board: Interest in Municipal Property (Nelson Street)
 - 4.3 Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board: Agency One Verbal Update (Mayor Caul)
5. **Public Session Resumes in Council Chambers:**
6. **Council Reports on Board & Committee Activity:**
 - 6.1 Mayor J. Caul - Verbal Update
Councillor M. Behan - Verbal Update
Councillor W. Brunetta - Verbal Update
Councillor A. Hallikas - Verbal Update
7. **Consent Agenda:**
 - 7.1 Support Resolutions re: Municipal Voters List 4 - 7
- approval of this report will agree to the recommendation of the Administration & Finance Executive Committee to send a letter providing support from Council of the Town of Fort Frances for the resolutions put forward by the Town of Kearney and Town of Mono regarding the Municipal Voters List.
 - 7.2 Municipal Accommodation Tax Software Upgrade or Purchase Grant. 8 - 18

		Page
	- approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to approve the Municipal Accommodation Tax grants for the providers in the amount of \$3,071.98 as laid out in the report.	
7.3	Agreement with Kenora Central Ambulance Communications Centre. - approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to approve a renewal agreement (for purposes of providing call taking, alerting or dispatching for the Fort Frances Fire and Rescue Service) with Kenora Central Ambulance Communications Centre Lake of the Woods District Hospital for the period April 1, 2019 to December 31st, 2019 as laid out in the report and further than an authorizing by-law be prepared for signing by Mayor and Clerk.	19 - 33
7.4	Request Letter from Gillons Insurance - 2019 Parking Passes - approval of this report will agree to the recommendation of the Planning & Development Executive Committee to accept the letter as information and that the charges remain the same as listed in the invoice and further direct Administration to forward a letter to Gillons Insurance explaining the rationale of the decision as outlined in the report.	34
7.5	Re-Zoning application for 737 Scott Street - approval of this report will agree to the recommendation of the Planning & Development Executive Committee to agree with the rezoning of 737 Scott Street from R2 residential to C2 commercial, further administration will prepare a by-law for final approval of the rezoning at the March 25, 2019 Council meeting.	35 - 42
7.6	Site Specific Official Plan Amendment and Zoning application for 520 Scott Street - approval of this report will agree to the recommendation of the Planning & Development Executive Committee to agree to the site specific Official Plan and Zoning By-law designation changes, further administration will prepare a by-law for each application and they will be brought forward to the March 25, 2019 Council meeting.	43 - 47
7.7	Facility Rental Policy Review - approval of this report will agree to the recommendation of the Community Services Executive Committee to endorse the revised policy as attached to this report.	48 - 52
8.	<u>General:</u>	
8.1	2019 NOMA Annual Meeting & Conference Agenda (April 24-26,	53 - 56

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2019) at Victoria Inn & Conference Centre, Thunder Bay - Council to consider attending and pass authorizing resolution.	
8.2 Municipal Accommodation Tax Committee	57 - 65
- approval of this report will agree to the recommendation of the Economic Development Advisory Committee to implement an agreement with Rainy River Future Development Corporation (RRFDC) to be a partner for the utilization of the MAT funds for Tourism Promotion and further that Council hereby appoints one member of Council to the committee being established by RRFDC as outlined in the report.	
9. <u>Information:</u>	
9.1 Building Statistics - February 2019	66
9.2 Complaint Register - February 2019	
10. <u>Non-agenda items:</u>	
11. <u>ADJOURNMENT</u>	

March 7, 2019

TO: Mayor & Council

FROM: Elizabeth (Lisa) Slomke, Town Clerk

SUBJECT: Support Resolutions re: Municipal Voters List

BACKGROUND

At the January 28 Council meeting, agenda item #5.2 was pulled and further requested to be placed on an upcoming Administration & Finance Executive Committee (AFEC) for comment from the Clerk.

The letter from the Town of Mono was a request to Ontario municipalities to consider supporting a resolution passed by the Town of Kearney regarding the quality of the Municipal Voters List which is prepared by the Municipal Property Assessment Corporation (MPAC). This item was placed on the March 5 AFEC agenda and a fulsome discussion took place.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that a letter be sent to the Town of Mono and the Town of Kearney, which indicate that Council of the Town of Fort Frances supports their resolutions put forward regarding the Municipal Voters List.

<p>Council approval of this report will agree to the recommendation of the Administration & Finance Executive Committee which recommends a letter be sent providing support from Council of the Town of Fort Frances for the resolutions put forward by the Town of Kearney and the Town of Mono regarding the Municipal Voters List.</p>



January 22, 2019

Hon. Sylvia Jones
MPP, Dufferin-Caledon
244 Broadway Ave.
Orangeville, ON L9W 1K5

Sylvia,

During the recent municipal election, Mono staff once again experienced significant problems with the quality of the voters' list provided by MPAC. This has been an ongoing issue; for not just Mono, but most municipalities in Ontario. Concerns raised by the Town's Deputy Clerk, who oversaw the management of the voter's list for the 2018 municipal election, include confusion with Elections Ontario's voters' list; adult children either not being on the list, or on it when they had not lived at home in years; and renters and other non-property owners not on the list. You may have even heard of the case in Mono, which made it to at least two television networks, where a deceased dog was on our voters' list.

Like many municipalities, Mono used an alternate method of voting, in our case Internet and telephone voting. As a mostly rural community and without public transit, where travelling to voting locations can pose a hardship to a significant segment of the population, these alternate means of casting one's vote is seen as an important way to engage with the electorate. Internet and telephone voting have shown itself to be particularly useful to those that find it difficult to physically get to voting locations.

The benefits of these alternate methods; however, are seriously impaired when the voters' list is of such questionable quality as is the case with the product that Mono received from MPAC. And it is not just the issues that I have so far outline. Mailing addresses that mysteriously differ from our tax records without any plausible explanation is a perennial problem. Combined, the voters' list as presently maintained by MPAC is wholly insufficient to the task and not up to the quality that citizens demand from their governments. The impact of a poorly maintained voters' list will only get worse as more municipalities adopt alternate means of voting.

In an effort to find a better method of maintaining the municipal voters' list, Mono Council passed the following resolution at our January 8, 2019 session:

Resolution #12-1-2019

Moved by Manktelow, Seconded by Martin

BE IT RESOLVED THAT Council for the Town of Mono endorse and support the attached resolution of the Town of Kearney regarding Voters' List for Municipal Elections and supports the re-establishment of the multi-stakeholder working group between the parties outlined in the resolution to identify ways to create and maintain the Voters' List for Municipal Elections;

AND THAT a copy of this resolution be sent to AMCTO and MPP Sylvia Jones.

The Town of Mono looks forward to working with municipalities, AMCTO, MPAC and provincial representatives to find a workable solution to the problem of maintaining the municipal election voters' list.

Best Regards,

Original signed by:

Laura Ryan, Mayor

Laura Ryan
Mayor

cc: AMCTO
All Ontario Municipalities

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



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2019/21**

TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: March 1, 2019

SUBJECT: Municipal Accommodation Tax Software Upgrade or Purchase Grant

BACKGROUND

Attached is a copy of the Municipal Accommodation Tax Establishment Software Upgrade or Purchase grant applications from the providers as listed below. The grant applications were due on January 31, 2019.

The following table outlines the grant applications:

<u>Name of Establishment</u>	<u>Description of Software</u>	<u>Cost (before tax)</u>	<u>Grant Amount</u>
The Bayview Motel Ltd.	Little Hotelier Software Subscription	\$2,268 USD for 12 months	\$2,000.00
Rainbow Motel	New Cash Register	\$549.98	\$ 549.98
La Place Rendez Vous	Software Upgrade and Training	\$522.00	\$ 522.00
Total			\$3,071.98

All of the above noted software upgrades and purchases would qualify for the grant as noted in the grant amount column.

RECOMMENDATION

The Administration & Finance Executive Committee recommends approval of the Municipal Accommodation Tax grants in the amount of \$3,071.98.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the Municipal Accommodation Tax grants in the amount of \$3,071.98.



FORTFRANCES
BOUNDLESS

Municipal Accommodation Tax

Establishment Software Upgrade or Purchase Grant Application

The Town of Fort Frances Council will provide a one-time grant to a hospitality establishment who must upgrade or purchase new software to charge or remit the Municipal Accommodation Tax. The Municipal Accommodation Tax Establishment Software Upgrade or Purchase Grant Application must be submitted to the Town of Fort Frances, 320 Portage Ave., Fort Frances, ON P9A 3P9 and must be received no later than 4:30 p.m. on January 31, 2019. The maximum grant for any one establishment is \$2,000.00.

Accommodation Establishment Information

Name of Establishment

THE BAYVIEW MOTEL LTD.

Business Number

777-470-280

Property Location

801 COLONIZATION RD. E FORT FRANCES

Contact Name

JAMIE PRYDE

E-mail Address

JAMIE@BAYVIEWMOTEL.CA

Contact Phone Number

(807) - 274-5347

Description of Software Upgrade or Purchase

LITTLE HOTELIER SOFTWARE @ 189.00 USD / MONTH (1 YEAR)

Amount of Software Upgrade or Purchase (Provide copy of Invoice & Payment)

A 3000.00

HST

B 0.00

Total Amount of Software Upgrade or Purchase

C 3000.00

Establishment Software Upgrade or Purchase Grant Claim (Amount of Box A or \$2,000 which ever is less)

D 2000.00

Claimant Declaration

I JAMIE PRYDE, certify the information on this form and any applicable attachment(s) are true and correct.

Signature

Date

01/10/19

Any personal information on this form is collected under the authority of By-Law 54/18, a By-Law to impose Municipal Accommodation Tax (MAT) on the purchase of transient accommodation in the Town of Fort Frances. The personal information will be used for the administration of the MAT collection. Questions about this collection should be directed to the Treasurer, 320 Portage Ave, Fort Frances, Ontario P9A 3P9 Telephone (807) 274-5323.

SiteMinder Hospitality Corporation

Tax Invoice

15301 North Dallas Parkway, Suite 350, Addison TX, 75001

Need help?

Visit: www.siteminder.com/contact

Bayview Motel
801 Colonization Road East
Fort Frances
Ontario
Canada P9A 2S3

Account number A00037490
Invoice number INV01104136
Invoice currency USD
Invoice date 03 Jan 2019

Balance carried forward \$ 0.00

This invoice \$ 213.39

This invoice due by 10 Jan 2019

Total balance \$ 213.39

Invoice comments

Summary of this invoice

New charges (Excl. Tax): \$ 213.39

Sales Tax: \$ 0.00

Adjustments: \$ 0.00

Payments: -\$ 0.00

This invoice total: \$ 213.39

How to pay your invoice

Invoice payment options

Credit Card & Direct Debit

Please follow the link below to pay by credit card or direct debit from bank account and set up automated payments.

<https://accounts.siteminder.com/createPaymentMethodAutoPay/A00037490/INV01104136>

Other ways to pay

For our full list of available payment options, please visit our website www.siteminder.com/billingandpayment

Check

Please note we do not accept payment by check



SiteMinder Hospitality Corporation

Invoice details

New charges	Monthly amount	Billing period (day/month/year)	Total
Little Hoteller (Channels Pro) + TheBookingButton Subscription	\$ 189	28/12/2018-31/12/2018	\$ 24.39
Little Hoteller (Channels Pro) + TheBookingButton Subscription	\$ 189	01/01/2019-31/01/2019	\$ 189.00
Subtotal (Excl. Tax):			\$ 213.39

Important information

Prices quoted on invoice exclude any other fees, taxes and charges unless otherwise stated. Please note that we are now billing through our US entity and as such sales tax will be reflected on your invoice now if it is applicable.

Invoices are Net 7 day terms. Please settle the outstanding amount within these terms.

Overdue accounts will be suspended automatically by our system and a \$35 reinstatement fee applies to reactivate disabled accounts.

Should you no longer require our services, please contact us with a full calendar months' notice.

12:41
AGENDA ITEM #7.2
Jan 19

COPY

Municipal Accommodation Tax

Establishment Software Upgrade or Purchase Grant Application



The Town of Fort Frances Council will provide a one-time grant to a hospitality establishment who must upgrade or purchase new software to charge or remit the Municipal Accommodation Tax. The Municipal Accommodation Tax Establishment Software Upgrade or Purchase Grant Application must be submitted to the Town of Fort Frances, 320 Portage Ave., Fort Frances, ON P9A 3P9 and must be received no later than 4:30 p.m. on January 31, 2019. The maximum grant for any one establishment is \$2,000.00.

Accommodation Establishment Information

Name of Establishment

Rainbow Motel

Business Number

1413986 Ontario Limited

Property Location

1031 Kings Hwy Fort Frances, Ontario P9A 2X7

Contact Name

Dawn Lambert/Chessley Stevens

E-mail Address

therainbowmotel@yahoo.com

Contact Phone Number

807-274-3268

Description of Software Upgrade or Purchase

New Cash Register

Amount of Software Upgrade or Purchase (Provide copy of Invoice & Payment)

A 549.98

HST

B 71.50

Total Amount of Software Upgrade or Purchase

C 621.48

Establishment Software Upgrade or Purchase Grant Claim (Amount of Box A or \$2,000 which ever is less)

D 621.48

Claimant Declaration

I Dawn Lambert/Chessley Stevens, certify the information on this form and any applicable attachment(s) are true and correct.

Signature

Dawn Lambert / C. Stevens

Date

Jan 15, 2019

Any personal information on this form is collected under the authority of By-Law 54/18, a By-Law to impose Municipal Accommodation Tax (MAT) on the purchase of transient accommodation in the Town of Fort Frances. The personal information will be used for the administration of the MAT collection. Questions about this collection should be directed to the Treasurer, 320 Portage Ave, Fort Frances, Ontario P9A 3P9 Telephone (807) 274-5323.

Wilson's business solutions

PHONE TOLL FREE 1-800-465-7202

www.wilson.ca

HEAD OFFICE:
P.O. BOX 3005
32 KING ST.
DRYDEN, ONT. P8N 2Z6
PH. 807-223-3316
FAX 807-223-3315

INVOICE AGENDA ITEM #7/2
g06910

Date 12-20-18
Time 15:36
Order # g06910
Page # 1

KENORA PH. 807-468-6660 FAX 807-468-3361	FORT FRANCES 807-274-4513 807-274-2575	SIOUX LOOKOUT 807-737-1292 807-737-1291	THOMPSON 204-677-1470 204-778-3593	THUNDER BAY 807-344-4343 807-344-2436	RED LAKE 807-727-3633 807-727-2209
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05752
1413986 ONTARIO LIMITED
O/A RAINBOW MOTEL
1031 KINGS HIGHWAY
FORT FRANCES ON

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P9A 2X7

PHONE #	FAX #	PO #	ORDER DATE	SHIP DATE	SALES PERSON	INV'D BY
(807) 274-3268			12-20-18	12-20-18	91 JORDAN	HHAN
TERMS	TAX	HST/GST #	PST #	SHIP VIA	LOCATION	
NET 30 DAYS	ONTARIO			JF2060 X	06 FT-FRA	

ITEM / DESCRIPTION	REQUIRED UM	SHIPPED	B/O	REG PRICE	TX	YOUR PRICE	DISCOUNT	AMOUNT
SAMER265EJ SAMSUNG ER-265EJ CASH REGISTER 1708100107	1 EA	1	0	499.99	H	499.99^		499.99
LABERGM LABOR-ECR PROGRAMMING	1 EA	1	0	49.99	H	49.99^		49.99

You now have the option to receive your invoice by email!
To sign up please contact us at accrccpaymts@wilson.ca.

HST/GST # R104651484

SALES TOTAL	549.98
HST/GST	71.50
PST	0.00
INVOICE TOTAL	621.48

Terms and
Conditions

1. 1.5% service charge per month (18% per annum) on all overdue accounts.
2. Title of any goods invoiced shall remain in the name of Wilson's Business Solutions until fully paid for.

Service Built Us!
Page 13 of 66

Wilson's business solutions

PHONE TOLL FREE 1-800-465-7202

www.wilson.ca

HEAD OFFICE:P.O. BOX 3005
32 KING ST.
DRYDEN, ONT. P8N 2Z6
PH. 807-223-3316
FAX 807-223-3315**INVOICE**

g11503

KENORA
PH. 807-468-6660
FAX 807-468-3361**FORT FRANCES**
807-274-4513
807-274-2575**SIOUX LOOKOUT**
807-737-1292
807-737-1291**THOMPSON**
204-677-1470
204-778-3593**THUNDER BAY**
807-344-4343
807-344-2436**RED LAKE**
807-727-3633
807-727-2209Date 01-14-19
Time 09:56
Order # g11503
Page # 1
REPRINTS
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1413986 ONTARIO LIMITED
O/A RAINBOW MOTEL
PAYMENT TO g06910
FORT FRANCES ON

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OS0001
RAINBOW MOTEL/ FF
1031 KINGS HIGHWAY
PAYMENT TO g06910
FORT FRANCES ON

P9A 2X7

FORM FRANCES ON										F9A 2X7					
PHONE #		FAX #		PO #		ORDER DATE		SHIP DATE		SALES PERSON		INV'D BY			
(807) 274-3268						01-14-19		01-14-19		FF FTFRAN		TAYD			
TERMS		TAX		HST/GST #		PST #		SHIP VIA				LOCATION			
NET 30 DAYS		ONTARIO						X				06 FT FRA			
ITEM / DESCRIPTION		REQUIRED UM		SHIPPED		B/O		REG PRICE TX		YOUR PRICE		DISCOUNT		AMOUNT	

PAYMENT TO g06910

ROA 621.48

Cash 640.00
Chang 18.52You now have the option to receive your invoice by email!
To sign up please contact us at accrecpaymts@wilson.ca.OR MORE INFO ON PROV OF ONT MANDATORY
ENVIRONMENTAL FEE. EFFECTIVE APRIL 1-09
www.ontarioelectronicstewardship.caCash 640.00
Change 18.52

www.ontarioelectronicstewardship.ca

ITEM#:

INVOICE# g11503 01-14-19 09:56
5752 1413986 ONTARIO LIMITED
O/A RAINBOW MOTELWILSONS BUSINESS SOLUTION
448 SCOTT STREET
FORT FRANCES, ON P9A 1H2
GST # R104651484

HST/GST # R104651484

SALES TOTAL 0.00
HST/GST 0.00
PST 0.00
INVOICE TOTAL 0.00Terms and
Conditions

1. 1.5% service charge per month (18% per annum) on all overdue accounts.
2. Title of any goods invoiced shall remain in the name of Wilson's Business Solutions until fully paid for.

Service Built Us!

COPY

Municipal Accommodation Tax**Establishment Software Upgrade or Purchase
Grant Application**

The Town of Fort Frances Council will provide a one-time grant to a hospitality establishment who must upgrade or purchase new software to charge or remit the Municipal Accommodation Tax. The Municipal Accommodation Tax Establishment Software Upgrade or Purchase Grant Application must be submitted to the Town of Fort Frances, 320 Portage Ave., Fort Frances, ON P9A 3P9 and must be received no later than 4:30 p.m. on January 31, 2019. The maximum grant for any one establishment is \$2,000.00.

Accommodation Establishment Information

Name of Establishment

La Place Rendez Vous

Business Number

104 472 667

Property Location

1201 Idylwild Drive

Contact Name

Sarah Noonan

E-mail Address

snoonan@rendezvoushotel.com

Contact Phone Number

274 9811

Description of Software Upgrade or Purchase

Software upgrade & training

Amount of Software Upgrade or Purchase (Provide copy of Invoice & Payment)

A 522 0.00

HST

B 67.86 0.00

Total Amount of Software Upgrade or Purchase

C 589.86 0.00

Establishment Software Upgrade or Purchase Grant Claim (Amount of Box A or \$2,000 which ever is less)

D

Claimant Declaration

I, Sarah Noonan, certify the information on this form and any applicable attachment(s) are true and correct.

Signature

Date

Jan 22/19

Any personal information on this form is collected under the authority of By-Law 54/18, a By-Law to impose Municipal Accommodation Tax (MAT) on the purchase of transient accommodation in the Town of Fort Frances. The personal information will be used for the administration of the MAT collection. Questions about this collection should be directed to the Treasurer, 320 Portage Ave, Fort Frances, Ontario P9A 3P9 Telephone (807) 274-5323.

INVOICE and Customer Support Record

Five Star Helper: Dave Whittick

Date: Oct 23, 2018

Time: 03:18PM PM

La Place Rendez-vous Hotel
1201 Idylwild Dr., B-2 R.R. #2
Fort Frances, ON P9A 3M3
Canada

Attn: Paul Noonan

INVOICE: 000359

Support Amt :\$ 75.00

HST 13%: \$ 9.75

Total: \$ 84.75

CST #140290628

Support Status:

Hotel Staff: Bonnie
PROGRAM NAME:

STATEMENT #:
ERROR #:

7430

DESCRIPTION OF INCIDENT:

questions about new DMF

Five Star Hotel Systems Corporation

Hotel Software Solutions

P.O. Box 215, Oshawa ON L1H 7L1 Tel (800) 965-4606 Fax (800) 242-4708

INVOICE and Customer Support Record

Five Star Helper: Peter Abel

Date: Jan 2, 2019

Time: 12:25PM PM

La Place Rendez-vous Hotel
1201 Idylwild Dr., B-2 R.R. #2
Fort Frances, ON P9A 3M3
Canada

Attn: Sarah Noonan

INVOICE: 000465

Support Amt :\$ 248.00

HST 13%: \$ 32.24

Total: \$ 280.24

GST #140290628

Support Status:

Hotel Staff: Sarah
PROGRAM NAME:

STATEMENT #:
ERROR #:

DESCRIPTION OF INCIDENT:

2.5 hours training

Five Star Hotel Systems Corporation

Hotel Software Solutions

1601 Treetop Rd Peterborough, ON K9K 1G2 Tel (905) 269-4360 pabel@fivestarhotelsystems.com

INVOICE and Customer Support Record

Five Star Helper: Peter Abel

Date: Jan 21, 2019

Time: 11:48AM AM

La Place Rendez-vous Hotel
1201 Idylwild Dr., B-2 R.R. #2
Fort Frances, ON P9A 3M3
Canada

Attn: Sarah Noonan

INVOICE: 000478

Support Amt :\$ 199.00

HST 13%: \$ 25.87

Total: \$ 224.87

GST #140290628

Support Status:

Hotel Staff: Sarah and Leanne

PROGRAM NAME:

STATEMENT #:

ERROR #:

DESCRIPTION OF INCIDENT:

Training - System training

Five Star Hotel Systems Corporation

Hotel Software Solutions

1601 Treetop Rd Peterborough, ON K9K 1G2 Tel (905) 269-4360 pabel@fivestarhotelsystems.com

To: Mayor and Council

From: Tyler Moffitt, Fire Chief/CEMC

Date: March 5, 2019

Subject: Agreement with Kenora Central Ambulance Communications Centre

Background

The agreement with the Kenora Central Ambulance Communications Centre Lake of The Woods District Hospital was put in place for the provision of communication (call taking and alerting or dispatching) services to the Fort Frances and District Fire Services.

The agreement will expire at 11:59 p.m. on March 31, 2019.

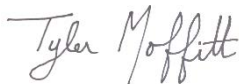
All of the districts Fire & Rescue Services have agreed to have the term of the agreement extend to December 31, 2019 instead of committing to a five-year term.

This will allow us to explore other possible fire dispatch options.

All other clauses and schedule items within the Agreement shall remain unchanged.

The Administration & Finance Executive Committee recommends that Council approve the report as presented and recommends for council to bring forward the resolution to authorize the Fire Chief/CEMC to sign an agreement with the Kenora Central Ambulance Communications Centre Lake of The Woods District Hospital to extend the agreement to December 31, 2019 and that a by-law to be prepared for signing by Mayor and Clerk along with signing two copies of the agreement.

Respectfully submitted,



Tyler Moffitt
Fire Chief/CEMC
Fort Frances Fire & Rescue Service

Council approval of this report will agree to the recommendation of the Administration & Finance Executive Committee to approve this report as presented and bring forward the resolution to authorize the Fire Chief/CEMC to sign an agreement with the Kenora Central Ambulance Communications Centre Lake of The Woods District Hospital to extend the agreement to December 31, 2019 and that a by-law to be prepared for signing by Mayor and Clerk along with signing two copies of the agreement.



13 February 2019

Fort Frances Fire Department

Attention: Chief Tyler Moffitt

Town of Fort Frances

Re: Agreement for the Provision of Communications Fire Department

To Whom It May Concern:

In reference to the above noted agreement, and given that the current term is scheduled to end soon, we would like to proposed that the term be extended to December 31, 2019. All other clauses and schedule items within the Agreement shall remain unchanged.

Please consider this change and inform us if you require any further documentation or agreement.

Regards,

Craig Marek
Manager, Kenora CACC

THIS AGREEMENT made this 1st day of April, 2019

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES

AND

KENORA CENTRAL AMBULANCE COMMUNICATIONS CENTRE

LAKE OF THE WOODS DISTRICT HOSPITAL

(hereinafter referred to at the "CACC")

WHEREAS it is the intention of the parties to enter into an agreement for the provision of communication (call taking and alerting) services to the District Fire Service by the Kenora Central Ambulance Communications Centre, which is operated by the Lake of the Woods District Hospital, under the authority of the Minister of Health and Long-Term Care (hereinafter referred to as the "Minister");

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants contained in this Agreement and subject to the terms and conditions set forth in this Agreement, the parties agree as follows:

SERVICES PROVIDED BY CACC

1. (a) The CACC shall provide services in accordance with Schedule A of this Agreement.
- (b) Despite sub clause 1(a), at any time during the term of this Agreement the Minister shall be entitled to amalgamate the CACC with one or more other Central Ambulance Communications Centres.
- (c) Where the Minister intends to amalgamate the CACC in accordance with sub clause 1 (b), the Minister shall give the other party 90 days notice of his intention. The Minister shall indicate, in such notice or as soon as practicable thereafter, which Central Ambulance Communications Centre is to be the operator of the new amalgamated Central Ambulance Communications Centre (hereinafter referred to as the "Amalgamated CACC").
- (d) Where, in his notice or thereafter, the Minister indicates that the operator of the Amalgamated CACC will be the Minister, the parties shall continue to act in accordance with this Agreement despite and subsequent to the amalgamation;
- (e) Where, in his notice or thereafter, the Minister indicates that the operator of the Amalgamated CACC will not be the Minister,
 - (i) the Municipality may terminate this Agreement at any time after receipt of such notice, in accordance with sub clause 1 (f);
 - (ii) at such time and in such manner as the Minister directs, the Minister shall,
 1. assign all of the rights and obligations of the Kenora CACC in respect of this Agreement to the Amalgamated CACC, at which time the provisions of this Agreement shall apply, allowing for the necessary changes, to the Amalgamated CACC as though it were the CACC; and
 2. transfer to the Amalgamated CACC all equipment at the Kenora CACC owned or purchased by the Municipality and used for the purposes of this Agreement.
 - (ii) immediately upon the assignment and transfer referred to in paragraph 1 (e) (ii), the Kenora CACC shall cease to have any rights or obligations in respect of this Agreement;
 - (iii) despite paragraph 1 (e) (i) and paragraph 1 (e) (iii), nothing in this sub clause shall affect the obligations of the CACC and the Municipality under clause 15, clause 16, clause 17, all of which shall survive. In addition, this paragraph shall survive the expiry or termination of this Agreement.

- (v) despite paragraph 1 (e) (i) and paragraph 1 (e) (iii), nothing in this sub-clause shall affect the obligations of the Minister and the Municipality under clause 15, clause 16, and clause 17, all of which shall survive. In addition, this paragraph shall survive the expiry or termination of this Agreement.
- (f) (i) Where the Municipality intends to terminate this Agreement under paragraph 1 (e) (i), the procedure set forth in clause 11 and clause 12 shall not apply. Rather, the Municipality shall give the CACC 90 days notice of its intention to terminate, after which time this Agreement shall automatically terminate.
- (iv) Where the Municipality does not give the notice referred to in paragraph 1 (f) (i), this Agreement shall not terminate and the parties shall continue to act in accordance with this Agreement.

REPAIR AND MAINTENANCE OF EQUIPMENT

- 2. (a) Despite sub clause 1 (a), the CACC may stop supplying some or all of the services set forth in Schedule A of this Agreement if the CACC cannot supply the services due to the mechanical or other similar failure of any equipment used by the CACC, regardless of the ownership of that equipment.
- (b) Where the CACC stops supplying services in accordance with sub clause 2 (a), the CACC shall give notice forthwith to the Municipality of this fact and shall repair or cause to be repaired the equipment as soon as practicable unless the equipment has been purchased or is owned by the Municipality and installed at the CACC by the Municipality. In the latter case, the CACC shall give the Municipality notice forthwith of the fact that it has stopped supplying the services and shall request that the Municipality repair the equipment as soon as practicable.
- (c) The Municipality shall continue to own and be responsible for the repair and maintenance of all equipment purchased for this Agreement by the Municipality and installed at the CACC. However, aside from the Municipality's repair and maintenance responsibility under this sub clause, the Municipality shall not be entitled to exercise any other rights in respect of such equipment during the term of this Agreement.
- (d) Where the equipment used by the CACC to provide any services under this Agreement cannot be repaired within a reasonable time, as soon as reasonable under the circumstances,
 - (i) the Municipality will provide the CACC with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Municipality; and

- (ii) the Minister shall provide the CACC with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Municipality,

so that the CACC can continue to provide all services required of it under this Agreement as soon as reasonably possible.

SERVICES PROVIDED BY MUNICIPALITY

- 3. The Municipality shall provide services in accordance with Schedule B of this Agreement.

JOINT STEERING COMMITTEE

- 4. (a) The parties shall establish a Joint Steering Committee (hereinafter referred to as JSC).
- (b) The JSC shall be composed of representatives from the CACC, the Municipality, the District Fire Service (appointed under sub clause 5 (b)).
- (c) The JSC shall act on each matter by a majority vote of its representatives, unless otherwise agreed to from time to time by such representatives or by the parties.
- (d) The functions of the JSC shall be: to monitor this Agreement, including the services to be provided under it; to mediate in respect of disputes or other matters relevant to this Agreement that are brought before it by a party; and to consider and, where appropriate, to make recommendations on any matter relevant to this Agreement that is brought before it by a party.
- (e) No decision, determination or suggestion by the JSC, including but not limited to any JSC mediation proposal and any recommendation in a JSC report, shall be binding on the parties.
- (f) (i) The JSC shall meet at least once every year during the term of this Agreement, but at any time a party may give notice to the Secretary of the JSC that it wishes the Secretary to convene a meeting to discuss any matter relevant to this Agreement.
- (ii) The Secretary shall arrange a meeting of the JSC within 2 weeks of receipt of the notice sent under paragraph 4 (f) (i). The time and location of the meeting shall be at the mutual convenience to the representatives on the Committee.
- (iii) The JSC shall issue a report to the representatives on the JSC within 4 weeks. The report shall set out the issues, the recommendations of the JSC and any other matter relevant to such issues as is mutually agreed to by the representatives.

PARTICIPATING FIRE DEPARTMENT

5. (a) The fire department for which the CACC is to provide call taking and alerting services under this Agreement is the **Fort Frances Fire & Rescue Service**.
- (b) For the purpose of sub clause 4 (b), the Municipality shall appoint a representative on the Committee for the Fort Frances and District Fire Service. Accordingly, for the purposes of all matters arising under this Agreement the representative shall among other things, act as the sole spokesperson for the fire department and act as its sole liaison with the CACC, the Committee and the Municipality.

NO ADMINISTRATIVE FEES

6. The Municipality shall not pay the CACC an administrative fee separate from the Fire Service Call fees.

FIRE SERVICE CALL FEES

7. (a) The Municipality shall pay the CACC a fee of \$40.00 for each fire service call received by the CACC. The amount set for such fees shall not be subject to any amendment under clause 11.
- (b) The obligation to pay the \$40.00 fee provided for in sub clause 7 (a), shall apply only until **11:59 P.M. on December 31 2019**. Fire service call fees payable after that date shall be determined in accordance with clause 8.
- (c) Despite sub clause 7 (a), the Municipality shall not be charged the fire service call fee for any call in respect of which the CACC notifies a fire department for the purpose of assisting an ambulance crew with a medical response.
- (d) The CACC shall send to the Municipality an invoice in respect of the amount owing for fire service calls on a quarterly basis during the term of this Agreement and on the termination or expiry of this Agreement.

FEES FOR SUBSEQUENT YEARS

8. (a) The administrative fees (see clause 6) and fire service call fees (see clause 7) due and payable on, March 31st, June 30th, September 30th, and December 31st shall be determined annually, for each of these calendar years, in accordance with this clause. The amount set for such fees shall not be subject to any amendment under clause 11.
- (b) Where any party wishes to begin negotiations for the determination of both the

administrative fees and fire service call fees to be paid for the following calendar year, that party shall give the other parties notice of such wish no later than July 1st preceding that calendar year.

- (c) Where no notice has been given in accordance with sub clause 8 (b), both the administrative fees and fire service call fees for the following calendar year shall remain the same as those in the immediately preceding calendar year.
- (d) Where notice has been given in accordance with sub clause 8 (b), but where the parties have not agreed to the determination of both the administrative fees and the fire service call fees by the January 1st, following the notice, this Agreement shall automatically terminate at **11:59 P.M. on December 31, 2019.**
- (e) Sub clause 6, sub clause 7 (c) and sub clause 7 (d) shall apply in respect of the administrative fees and fire service call fees determined under this clause.

INVOICES

- 9. All amounts payable under this Agreement shall be paid no later than 60 days from the date when an invoice for such amounts has been sent to the party obligated to pay.

TERM AND RENEWAL

- 10.(a) This Agreement shall commence on **April 1, 2019,** and shall have a term of **nine months,** so that it will expire at **11:59 P.M. on December 31, 2019** (hereinafter referred to as the "expiry date"), unless terminated before that date under sub clause 1 (f), sub clause 8 (d) or clause 12.
- (b) Where a party wishes to renew this Agreement, that party shall give notice of such wish to the other party at least 90 days prior to the expiry date of this Agreement. Where such notice has been given, the parties may renew this Agreement on such terms and conditions as they may mutually agree on.
- (c) Despite any other provision of this Agreement, where no notice has been given under sub clause 10 (b), this Agreement shall expire automatically on the expiry date.

PERFORMANCE, BREACH AND AMENDMENT

11. (a) Where a party

- (i) is dissatisfied with the performance under this Agreement of the other party,
or
- (ii) considers that the other party is in breach of this Agreement, or
- (iii) wishes to amend this Agreement or any term of any Schedule of this Agreement,

that party may give notice to the Secretary of the Resolution Committee that it wishes the Secretary to convene a meeting of the Resolution Committee to discuss the matter.

- (b) Where a party gives notice to the Secretary under sub clause 11 (a), and either paragraph 11 (a) (i) or paragraph 11 (a) (ii) applies, that party shall also give notice at the same time to the other party whose performance or breach, as the case may be, is of concern to the party giving notice. The notice to the other party shall call on the other party to correct the performance or breach to the satisfaction of the party giving notice within 30 days of the issuance of the report issued under sub clause 11 (d).
- (c) The Secretary shall arrange a meeting of the Resolution Committee within 2 weeks of receipt of the notice sent under sub clause 11 (a). The meeting time and location shall be of mutual convenience to the representatives on the Resolution Committee.
- (d) The Resolution Committee shall issue a report to the representatives on the Resolution Committee within 2 weeks of the meeting. The report shall set out the issues, the recommendations of the Resolution Committee and any other matter relevant to such issues as is agreed to by the representatives on the Resolution Committee.
- (e) Despite sub clause 11 (a), all parties may mutually agree to amend any term of this Agreement, or any term of any Schedule of this Agreement, by a joint letter signed by all parties, rather than by the procedure set forth in this clause. The joint letter will be appended to, and shall form part of, this Agreement.
- (f) Until this Agreement or any Schedule is amended under this clause, all the provisions of this Agreement and the Schedules shall remain in full force and effect. However, the parties may agree to an amendment that has retroactive effect.

TERMINATION FOR CAUSE

12. Having regard to paragraph 11 (a) (i), paragraph 11 (a) (ii) and sub clause 11 (b), where the performance or breach of a party is not corrected, to the satisfaction of the party giving notice, within 30 days of the issuance of the report under sub clause 11 (d), the party giving notice may terminate this Agreement by giving the other party 90 days notice of the party's intention to terminate, after which time this Agreement shall automatically terminate. Where no such notice is given, this Agreement shall continue in full force and effect.

EQUIPMENT REMOVAL AND FEES PAYABLE ON TERMINATION

13. (a) Where this Agreement has been terminated under sub clause 1 (f), sub clause 8 (d) or clause 12, or has expired under sub clause 10 (a), the Municipality shall remove from the CACC all equipment purchased or owned by the Municipality.
- (b) Where this Agreement has been terminated under sub clause 1 (f), sub clause 8 (d) or clause 12, the Minister shall send the Municipality an invoice for any amount owed by the Municipality to the CACC.

NOTICE

14. Any notice, invoice or other communication (hereinafter referred to as a "notice") required or permitted under this Agreement to be given or sent by a party shall be written and shall be deemed to have been sufficiently given or sent 5 business days after such notice shall have been mailed postage prepaid, or 24 hours after such notice shall have been delivered by hand or by facsimile transmission.

Any notice shall be addressed or delivered, in the case of Kenora CACC, to:

Kenora CACC Manager
Lake of the Woods District Hospital
21 Sylvan Street West
Kenora, Ontario P9N 3W7

and, in the case of the District Fire Service, to:

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

CACC & AMALGAMATED CACC PERSONNEL AS EMPLOYEES OF THE HOSPITAL

- 15.(a) For the purpose of this Agreement, all CACC personnel shall at all times be deemed to be employees or agents only of the CACC, and not employees or agents of the Municipality.
- (b) Where the Minister amalgamates the CACC under sub clause 1 (b), for the purposes of this Agreement all Amalgamated CACC Personnel shall at all times be deemed to be employees or agents only of the operator of the Amalgamated CACC, and not employees or agents of the Municipality. For greater certainty under this subclause, the employees or agents of the Amalgamated CACC shall be deemed to be the employees or agents of the Minister only where the Amalgamated CACC is operated by the Minister.

PROTECTION FROM CLAIMS

16. The Municipality shall protect itself from and against all claims that might arise from anything done or omitted to be done under this Agreement by the Municipality, or by the Personnel of the Municipality, and more specifically from and against all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use thereof, is caused.

INSURANCE BY MUNICIPALITY IN FAVOR OF THE CACC

- 17.(a) For the purpose of sub clause 16 and without restricting the generality of that clause, the Municipality shall maintain in full force and effect during the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance, in form and substance acceptable to the CACC, providing coverage for a limit of not less than two million dollars (\$2,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly from the acts or omissions of the Municipality, or of the Personnel of the Municipality, under this Agreement.
- (i) a clause requiring the insurer to provide 30 days prior written notice to the CACC in the manner set forth in the insurance policy in the event of the termination, expiry, variation or non-renewal of the policy;
- (ii) a clause that provides that the protection for the CACC under the insurance policy will not be affected in any way by any act or omission of the Municipality, or of the Personnel of the Municipality; and
- (iii) a clause including liability arising out of contract or agreement.

- (b) The Municipality shall submit to the CACC proof of the insurance coverage in the form of a certificate and a copy of the relevant portion or portions of the insurance policy incorporating the terms and clauses referred to in this clause.

IN WITNESS WHEREOF the CACC and the Municipality have hereunto set their hands and seals.

_____. For the CACC
Witness

_____.
_____.

_____. For the Fort Frances Fire & Rescue Service
Witness

_____.
_____.

CORPORATION OF THE TOWN OF FORT FRANCES

Mayor

Date: _____ day of _____, 2019

CAO/Clerk

Date: _____ day of _____, 2019

SCHEDULE A

Kenora CACC shall provide:

1. The Functional requirements that are both Mandatory and Secondary as set out in the Request for Proposal-Fire Dispatch/Control System for the District Fire Service
2. Public requests for Fire Services will be received by Kenora CACC through a forwarded local emergency phone number and/or 911
3. District Fire Service may be paged for assistance upon the request of an Ambulance crew
4. Call-taking and alerting services as per the CACC's Fire Call Taking & Alerting Policy & Procedure Manual.
5. Radio communications and vehicle tracking will be provide on a Fire Operations channel
6. Transmissions and Patching may occur on a Fire Tactical channel at the Communicator's discretion
7. CACC shall monitor on-scene intraservice transmissions
8. Voice recording of telephone, radio and paging communications will be stored for a minimum of 12 months
9. A pager testing program shall be established
10. Cost of providing paging on the CACC telepager will be absorbed within the Fees layed out in this agreement
11. CACC will answer Emergency Alarms as per training and policy that exists for Northwest EMS
12. A vehicle identification system shall be established in the format of Fire Service/Apparatus/Unit

Kenora CACC will also continue to work together with the District Fire Service to develop policies and procedures with respect to call-taking and alerting the fire service.

SCHEDULE B

The District Fire Service shall:

- ☐ Provide any necessary Communicator training as determined cooperatively by CACC and the District Fire Service.
- ☐ Ensure that service area maps used by the CACC for call-taking and alerting the fire service are always up-to-date.
- ☐ Assist the CACC with the development of policies and procedures relating to fire call-taking, dispatching, tracking, patching and all other functions.
- ☐ Maintain a current copy of the communities Emergency Fire Service Plan and Community Disaster Plan and provide training to the CACC dispatchers in its use, as necessary. Provide a copy of the Community Disaster Plan for CACC records.
- ☐ Ensure that all Fire Service staff and members are trained in the proper use of all Communications equipment and protocols. This will include Emergency Alarm utilization and actions.
- ☐ Maintain and repair all equipment purchased and owned by the District Fire Service. CACC will be notified of the same. CACC will be notified of any ongoing maintenance and repairs.
- ☐ Ensure backup fire communications systems are in place in case of primary system failure and/or CACC evacuation.

Date: March 4th, 2019

Report To: Mayor & Council

From: Patrick Briere, By-Law Enforcement Officer

Re: Request Letter from Gillons Insurance – 2019 Parking Passes.

As you may recall, Mayor & Council at its last meeting referred a request letter from Gillons Insurance regarding their 2019 Parking Passes to the Planning & Development Executive Committee. The Planning & Development Executive Committee at their regular meeting on Monday March 4th, 2019 discussed the request letter for a reduced rate for their parking rentals. The rates currently in the 2019 User Fee Schedule were set by the previous Mayor & Council on February 12th, 2018. The Planning & Development Executive Committee also discussed the costs associated with maintaining this parking lot.

Therefore, with this stated the Planning & Development Executive Committee is recommending that Council accept the letter as information and that the charges remain the same as listed in the invoice and further direct Administration to forward a letter to Gillons Insurance explaining the rationale of the decision as follows:

- The rates have been increased for cost recovery of the year round maintenance required to maintain this parking lot.
- The current charges as listed in the invoice, actually break down to a cost of \$3.00/day. Which is less than the \$4.00/day daily rate currently in the User Fee By-Law.

Respectfully submitted

Original Signed By
Patrick Briere
By-Law Enforcement Officer

Council approval of this report will: accept the letter as information and that the charges remain the same as listed in invoice and further direct Administration to forward a letter to Gillons Insurance explaining the rationale of the decision as follows:

- The rates have been increased for cost recovery of the year round maintenance required to maintain this parking lot.
- The current charges as listed in the invoice, actually break down to a cost of \$3.00/day. Which is less than the \$4.00/day daily rate currently in the User Fee By-Law.

Date: March 5, 2019

Report To: Council

From: Tyson Dennis, Chief Building Official/Municipal Planner

Re: **Re-Zoning application for 737 Scott Street**

An application was received by the Planning and Development Division for an application of rezoning at 737 Scott Street. The current zoning designation is R2 Residential. The application requests to change the zoning to C2 Commercial.

The application was on the Committee of Adjustments agenda at the January 31, 2019 meeting. The Committee of Adjustment had the opportunity to hear the Rainy River District Social Services Administrative Board, being represented by Dan McCormick, explaining reasons for changing the zoning from Residential to Commercial. Dan explained 737 Scott Street was recently purchased. RRDSSAB needs additional parking and storage for the corporation as well as the adjacent ambulance building located at 450 Scott Street. Preliminary drawings and site plans are attached to this report. The other Town divisions were consulted, and no issues were brought forward for the zoning changes.

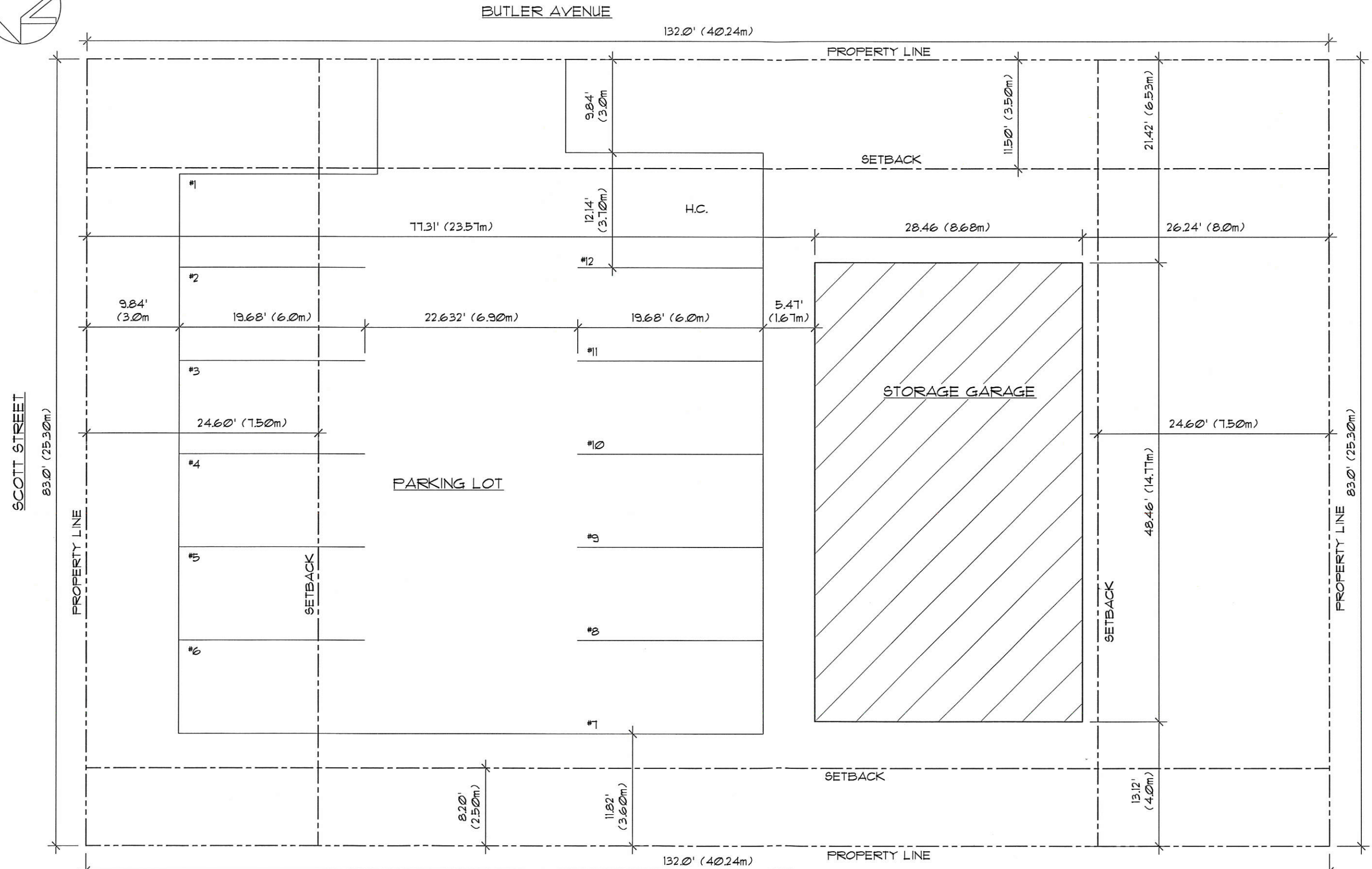
The Committee of Adjustment has made the recommendation of allowing a zoning designation change from Residential to Commercial. There were no public objections at the meeting, nor written objections submitted to the Planning and Development Department for the public meeting.

The Planning and Development Executive Committee discussed the application at its March 4, 2019, meeting. The intent to change the zoning to commercial will allow for better parking and storage for the RRDSSAB and increases development in the Town of Fort Frances. The empty lot at 737 Scott Street will be developed into a usable storage building and parking area. Site Plan Control will be applied for by the developer to ensure all development is completed properly to the Official Plan and Local Zoning By-Law prior to any building permits be issued.


Council approval of this report will: agree to the rezoning of 737 Scott Street from R2 residential to C2 commercial. The application has had no appeals and the appeal process is closed. Administration will prepare a by-law for final approval of the rezoning at the March 25, 2019 Council meeting.

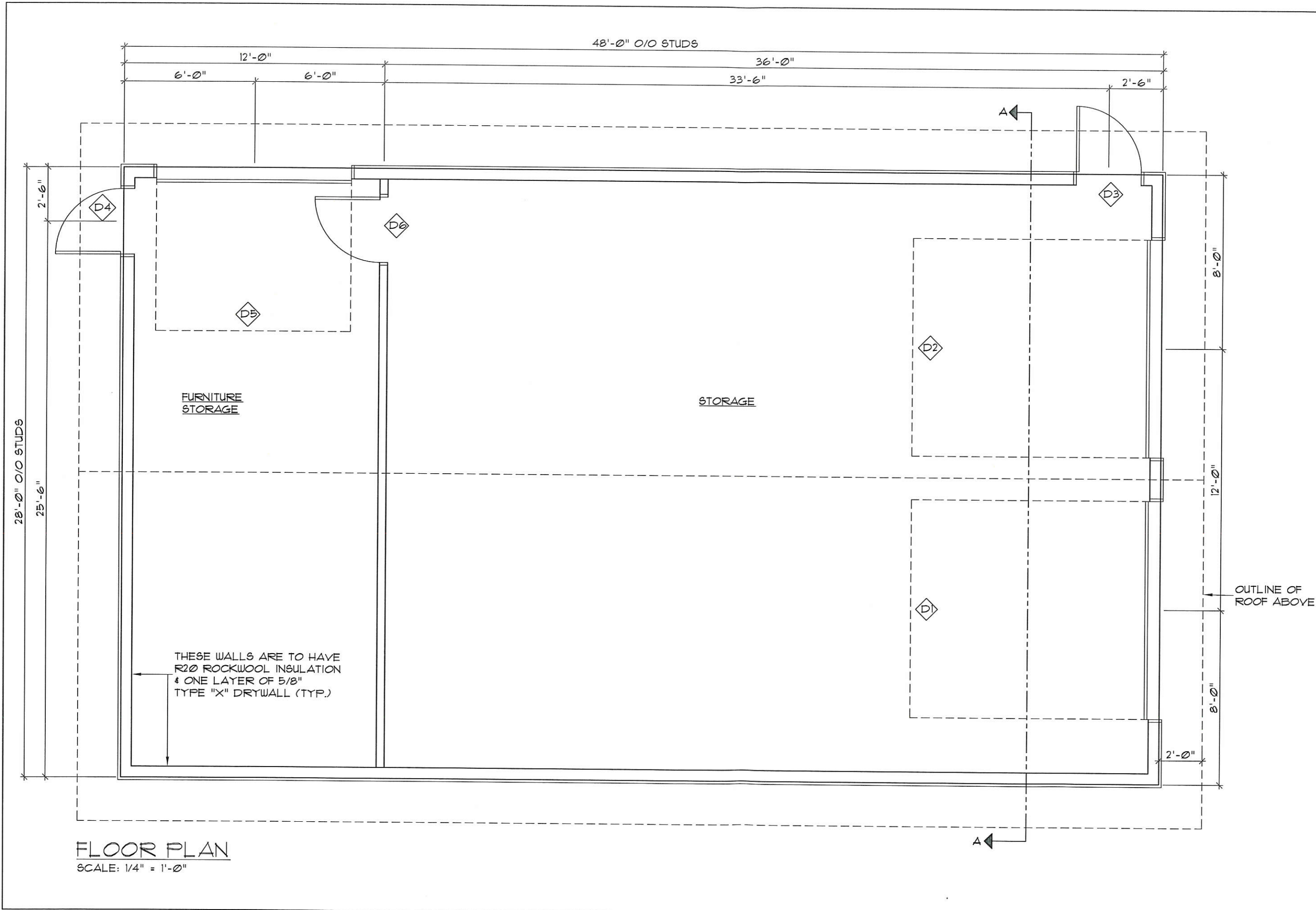
Originally Signed By,


Tyson Dennis
Chief Building Official / Municipal



SITE PLAN
SCALE: 1" = 10'-0"

SHEET TITLE: SITE PLAN		<div>BCIN: 43291</div> <div>DRAFT</div> <div><div>SAULTEAUX CONSULTING & ENGINEERING</div><div>SITE 206-20T RRD FORT FRANCES, ONTARIO P9A 3M3 1-807-274-1114</div></div>			
PROJECT TITLE: STORAGE GARAGE FOR RRDSSAB, FORT FRANCES, ON					
DRAWN BY: M.S.	DATE: 18/09/17				
CHECKED BY: TKB, D.Z.	PROJECT NO. 18-050				
SHEET NO. SP1	REV. NO. =	MARK	DESCRIPTION	TRIM ID	BY
		REVISION RECORD			



SHEET TITLE: FLOOR PLAN		PROJECT TITLE: STORAGE GARAGE FOR RRDSSAB, FORT FRANCES, ON	
DRAWN BY: M.S.	DATE: 18/09/17	CHECKED BY: T.K.B. D.Z.	PROJECT NO. 18-050
SHEET NO. 2		REV. NO. 1	
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EXTERIOR WALL CONSTRUCTION
(SOUTH & WEST WALLS)
METAL CLADDING
1x4 HORIZ. STRAPPING @ 24" O/C
HOUSEWRAP
1 1/2" RIGID INSULATION
2x6 STUDS @ 16" O/C
R20 ROCWOOL INSULATION
6 MIL CGSB VAPOUR BARRIER
5/8" TYPE "X" DRYWALL

ROOF CONSTRUCTION
METAL CLADDING
ROOFING UNDERLAYMENT
7/16" OSB SHEATHING C/W "H" CLIPS
ENGINEERED ROOF TRUSSES @ 24" O/C
C/W 14" HEEL
R60 INSULATION
6 MIL CGSB VAPOUR BARRIER
1/2" S.R. DRYWALL

INSUL. STOP (TYP.)
PRE-FIN ALUMINUM
SOFFIT & FASCIA (TYP.)

EXTERIOR WALL CONSTRUCTION
(NORTH & EAST WALLS)
METAL CLADDING
1x4 HORIZ. STRAPPING @ 24" O/C
HOUSEWRAP
1 1/2" RIGID INSULATION
2x6 STUDS @ 16" O/C
R20 BATT INSULATION
6 MIL CGSB VAPOUR BARRIER
1/2" DRYWALL

SLAB CONSTRUCTION
4" CONC. SLAB (32 MPa) R/W 10M
BARS @ 24" O/C E/W
6 MIL CGSB VAPOUR BARRIER
2" RIGID INSULATION
MIN. 10" COMPACT GRANULAR "B"
MATERIAL
UNDISTURBED SOIL

SECTION "A"
SCALE: 1/4" = 1'-0"

EXTERIOR WALL CONSTRUCTION
METAL CLADDING
1x4 HORIZ. STRAPPING @ 24" O/C
HOUSEWRAP
1 1/2" RIGID INSULATION
2x6 STUDS @ 16" O/C
R20 BATT INSULATION
6 MIL CGSB VAPOUR BARRIER
1/2" DRYWALL

SLAB CONSTRUCTION
4" CONC. SLAB (32 MPa) R/W 10M
BARS @ 24" O/C E/W
6 MIL CGSB VAPOUR BARRIER
2" RIGID INSULATION
MIN. 10" COMPACT GRANULAR "B"
MATERIAL
UNDISTURBED SOIL

P.T. SILL PLATE C/W
7" LONG SIMPSON
STRONG TIE ANCHOR
BOLTS @ 48" O/C
(TYP.)

1/2" P.T. GRADEBOARD
T/O SLAB
FINISHED GRADE
U/S FOOTING

2" THICK RIGID INSULATION
AROUND PERIMETER OF
SLAB (TYP.)

VARIES
(SEE FDN.
PLAN)

10M STIRRUPS @ 24" O/C (TYP.)

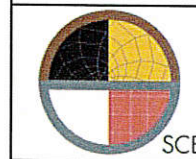
2 OR 3 ROWS OF 15M
BARS T4B (SEE FDN.
PLAN)

UNDISTURBED SOIL

FOUNDATION DETAIL
SCALE: 1/2" = 1'-0"

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SAULTEAUX CONSULTING &
ENGINEERING
SITE 206-207 RR#2
FORT FRANCES, ONTARIO
P9A 3M3
1-807-274-1114



DRAFT
BCIN: 43291

SHEET TITLE: BUILDING SECTION A, FOUNDATION DETAIL	PROJECT TITLE: STORAGE GARAGE FOR RRDSSAB, FORT FRANCES, ON
DRAWN BY: M.S.	DATE: 18/03/17
CHECKED BY: T.K.B. D.Z.	PROJECT NO. 18-050
SHEET NO. 1	REV. NO. 1

DOOR SCHEDULE										
DOOR								FRAME		
DOOR #	SIZE	THICKNESS	TYPE	MATERIAL	FINISH	GLAZING	DOOR HARDWARE	MATERIAL	FINISH	REMARKS
D1	10'-0"x11'-0" OVERHEAD	2"	B	THERMALLY BROKEN PANELS INSULATED	PAINT		3" HARDWARE, HEAVY DUTY CLIP ANGLE MOUNT TRACKS, STANDARD LIFT, 11 GAUGE HINGES, WEATHER-STRIP AND TOP SEAL PACKAGE. C/W PUSHERSPRINGS	PRESSED STEEL FRAME	PAINT	INSTALL LIFTMASTER MODEL RBH1511 3/4 HP. HEAVY DUTY JACKSHAFT OPERATOR C/W PHOTO EYES, SOLENOID BRAKE, CHAIN HOIST BACKUP AND TWO (2) REMOTES
D2	10'-0"x11'-0" OVERHEAD	2"	B	THERMALLY BROKEN PANELS INSULATED	PAINT		3" HARDWARE, HEAVY DUTY CLIP ANGLE MOUNT TRACKS, STANDARD LIFT, 11 GAUGE HINGES, WEATHER-STRIP AND TOP SEAL PACKAGE. C/W PUSHERSPRINGS	PRESSED STEEL FRAME	PAINT	INSTALL LIFTMASTER MODEL RBH1511 3/4 HP. HEAVY DUTY JACKSHAFT OPERATOR C/W PHOTO EYES, SOLENOID BRAKE, CHAIN HOIST BACKUP AND TWO (2) REMOTES
D3	3'-0"x7'-0"	1 3/4"	A	HOLLOW METAL INSULATED	PAINT		LOCKSET, 1 1/2 PR. NRP HINGES, DOOR CLOSER, WEATHERSTRIPPING, DOOR SWEEP, THRESHOLD	PRESSED STEEL FRAME	PAINT	
D4	3'-0"x7'-0"	1 3/4"	A	HOLLOW METAL INSULATED	PAINT		LOCKSET, 1 1/2 PR. NRP HINGES, DOOR CLOSER, WEATHERSTRIPPING, DOOR SWEEP, THRESHOLD	PRESSED STEEL FRAME	PAINT	
D5	9'-0"x7'-0" OVERHEAD	2"	B	THERMALLY BROKEN PANELS INSULATED	PAINT		3" HARDWARE, HEAVY DUTY CLIP ANGLE MOUNT TRACKS, STANDARD LIFT, 11 GAUGE HINGES, WEATHER-STRIP AND TOP SEAL PACKAGE. C/W PUSHERSPRINGS	PRESSED STEEL FRAME	PAINT	INSTALL RESIDENTIAL OVERHEAD DOOR OPERATOR
D6	3'-0"x6'-8"	1 3/4"	A	HOLLOW METAL	PAINT		PASSAGE SET, 1 1/2 PR. HINGES	PRESSED STEEL FRAME	PAINT	

[illegible]

E

SHEET TITLE: DOOR SCHEDULE		PROJECT TITLE: STORAGE GARAGE FOR RDSSAB, FORT FRANCES, ON	
DRAWN BY: M.S.	DATE: 18/09/17		
CHECKED BY: T.K.B. D.Z.	PROJECT NO. 18-050		
SHEET NO. 6	REV. NO. =		

Date: March 5, 2019

Report To: Council

From: Tyson Dennis, Chief Building Official/Municipal Planner

Re: **Site Specific Official Plan Amendment and Zoning application for 520 Scott Street**

An application was received by the Planning and Development Division for a site-specific Official Plan designation change and an application of rezoning at 520 Scott Street. The current OP designation is Employment and zoning designation is Commercial. The applications request to change the Official Plan designation to Living and zoning to R2 Residential.

The application was on the Committee of Adjustments agenda at the January 31, 2019 meeting. The Committee of Adjustment had the opportunity to have Rosengarten Holdings INC present at the meeting, being represented by Kim Metke, explaining reasons for changing the OP and zoning designations.

The application for a site-specific OP designation at 520 Scott Street to become "Living" would allow for the application for zoning designation to be changed from C2 commercial to R2 residential. Kim explained the existing building has had multiple tenants over the years. Without consistent tenants, profits have been low as the building has sat empty most of the last five years. He explained as the residences of Fort Frances become older, he has had inquiries for residential rental units. Kim's plan is to renovate this building into residential units which will allow for accessible units near downtown amenities.

The topic of parking area was discussed and agreed the parking must stay consistent with zoning by-law regulations. The Ontario Building Code would be enforced for all fire rating and code compliance. As well, water and sewer testing of the system would have to be completed prior to building permits being issued.

Preliminary drawings and site plans are attached to this report.

The Committee of Adjustment has made the recommendation of allowing the OP and zoning amendments. The 500 block of Scott Street has mixed uses existing and these changes are beneficial to the Town in a planning aspect and is consistent with the Provincial Policy Statement of allowing mixed use areas.

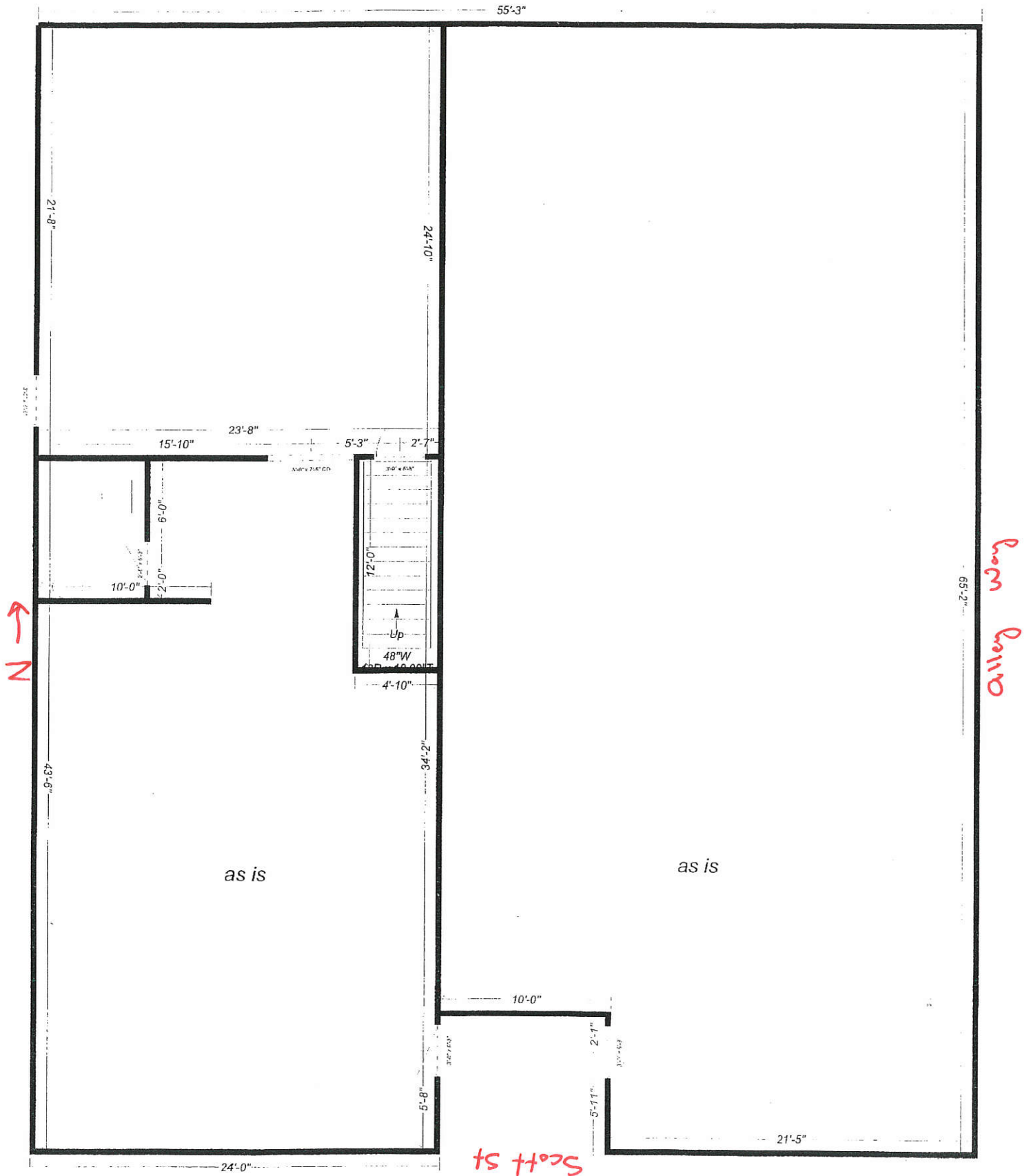
The Planning and Development Executive Committee discussed the application at its March 4, 2019, meeting. The changes to 520 Scott Street would be site specific to the Official Plan and Zoning By-Law designation. The site-specific designation changes were supported by the members present at the meeting. Fort Frances needs more housing options which are close to amenities of the down town core.

Council approval of this report will: agree to the site-specific Official Plan and Zoning By-Law designation changes. The application has had no appeals and the appeal process is closed. Administration will prepare a by-law for each application and they will be brought forward to the March 25, 2019 Council meeting.

Respectfully submitted,

Originally Signed By,

Tyson Dennis
Chief Building Official / Municipal Planner





N →

Scott St.

Alley Way



← 520 Scott Street Apartments v1



507

503

501

Armit Avenue

504

502

500

520

0

526

530

Scott Street



REPORT

TO: Mayor Caul & Council

FROM: Jason Kabel, Community Services Division Manager

DATE: February 15, 2019

RE: **Facility Rental Policy Review**

Preamble

At the regular meeting of the Community Services Executive Committee on February 19, 2018 the committee discussed possible revisions to the facility rental policy as it had grown out of date.

Attached is the final draft of the policy that was rendered at the March 4th meeting of the Community Services Executive Committee.

Recommendation

The Community Services Executive Committee recommends to Mayor and Council to endorse the revised Facility Rental Policy as attached.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. Kabel".

Jason Kabel

THE TOWN OF FORT FRANCES

Section: Community Services

Policy: Facility Rental

Creation Date: June 2004

Revised Date: February 2019

Resolution Number:

Supersedes Resolution: 1114 (consent) 10/13

Policy Number: 2.5

1. GENERAL STATEMENT

The Town of Fort Frances has developed several community based recreational facilities that provide positive leisure time opportunities and increase the quality of life for the community and its citizens. It is necessary that these facilities are made available to the community in a fair and equitable manner and that they are used to their maximum.

2. PURPOSE

This policy will provide a framework for management to ensure the maximum use of the community facilities identified and ensure that the facilities are made available to the public in a fair and equitable manner.

3. PROCEDURE

A. Facilities

This policy will cover the rental of the following facilities unless otherwise stated in an agreement or separate procedure manual:

- i. Memorial Sports Centre Ice Surfaces, Auditorium, Meeting Rooms, and Swimming Pool
- ii. East End Hall
- iii. Townshend Theatre
- iv. St. Francis Sports Fields & Vanjura Park
- v. Sunny Cove Camp
- vi. Rainy Lake Market Square

B. General

- i. All bookings are completed at the Memorial Sports Centre, 740 Scott Street, (807) 274-4561.
- ii. All bookings are not considered confirmed without a signed permit.
- iii. Rental rates are subject to change and are approved by Council annually as part of the budget process. Rates will be implemented in order to cover the program season so user groups are able to budget accordingly.
- iv. Priority will be determined on the following basis:
 - a) Town of Fort Frances programs and services
 - b) Youth, not for profit organizations

- c) Other, not for profit organizations
 - d) For profit organizations
 - e) Other interested parties
- v. Payments are required in advance unless credit arrangements have been made with the Community Services Manager.
 - vi. Where appropriate a damage deposit may be required.
 - vii. All municipal facilities are smoke free and alcohol free unless the necessary license has been approved. The municipal smoking by law and the municipal alcohol policy will be strictly enforced.
 - viii. It is the responsibility of the renter to be aware of and notify users of all rental procedures and requirements.
 - ix. Special arrangements can be made for large users and special events by contacting the Community Services Manager.
 - x. It is the responsibility of the Community Services Manager to resolve all conflicts or disagreements. If a compromise cannot be reached his/her decision is final.
 - xi. Any change in by-laws or town policy that affect these facilities will be applied upon passing of the by-law or scheduled implementation date, written notice will be provided to the users by email or letter.

C. Ice Facilities

- i. All previous user groups will be required to submit the upcoming season's ice time requirements by July 15th. Confirmation notices will be returned by September 15th.
- ii. Every effort to resolve conflicting ice time requests will be attempted through mutual compromise. In order to facilitate conflicting ice time requirements, the following priorities will be adhered to:
 - a) Provincial and National Championships
 - b) Playoffs, Tournaments, Figure Skating Ice Shows, Special Events
 - c) League Schedules, Figure Skating Competitions, Test Days
 - d) Group practices, programs, and exhibition games
- iii. Hockey games and other competitions will be limited to Tuesdays, Thursdays, Fridays, Saturdays and Sundays in order that user groups can have program time without interruption. The only exception to this will be provincial and national championships.
- iv. Regular users will not be allowed to cancel their weekly allotted ice time, request for changes must be made by September 15th for the months September to December and by December 15th for the months January to April. MSC staff must be notified of ice exchanged between users (for operational adjustments) at least one week prior to the date(s) to be exchanged.
- v. All rentals are based on a 50-minute hour so as to allow for resurfacing.
- vi. The ice surface must be vacated during the resurfacing and kept clear until the resurfacing unit is completely off the ice surface. No additional time will be allocated if the user does not comply and there are delays in resurfacing.

- vii. Users must vacate dressing rooms within 30 minutes of the ice rental.
- viii. There is absolutely no smoking or alcohol permitted in the dressing rooms.

D. Auditorium and East End Hall

- i. Payments are required in advance for all hall rentals except for multi time renters that have arranged credit.
- ii. Where required, keys will be issued and the renter is responsible for securing the facility and supervising the event
- iii. The smoking bylaw, municipal alcohol policy, rental agreement terms & conditions, and waivers must be read and signed off on the rental permit.
- iv. Ice must be purchased from the Town for auditorium rentals.
- v. Any damage and extra clean up due to abuse will be charged back to the renter. Under no circumstances is Town property to be removed from a facility without approval from the staff.
- vi. If available, one day prior to an event, a facility may be accessed for setup.
- vii. Renters of the East End Hall are responsible for the following clean up procedures:
 - a) Sweep and mop floor
 - b) Wash and put away dishes
 - c) Empty all garbage into the external dumpster (kitchen & bathrooms)
 - d) Stack tables and chairs on stage
 - e) Shut off lights
 - f) Renter must supply cleaning supplies, tea towels and dish cloths

E. Swimming Pool

- i. All renters must abide by the Ontario Health Regulations for Type A commercial pools. It is the responsibility of the Program Director to ensure this.
- ii. All swim teams must arrange for their own certified lifeguards and backup first-aider. Lifeguard awards & first-aider certificates must be presented to the Program Director at least 1 week prior to rental.
- iii. All rentals are based on a 55-minute hour to allow for change over.
- iv. Previous user groups are required to submit season pool requests by June 1st.
- v. Regular users will not be allowed to cancel their weekly allotted pool time, request for changes must be made by September 1st for the months September to December and by December 15th for the months January to April. MSC staff must be notified of pool time exchanged between users at least one week prior to the date(s) to be exchanged.

F. St. Francis Sports Fields and Vanjura Park

- i. Under no circumstances will the consumption of alcohol or smoking be allowed at these facilities.

G. Townshend Theatre

- i. Please see the Townshend Theatre manual (available on the Theatre page of the Town's website fortfrances.ca).

- ii. Cafeteria facilities are not included with the rental of the Theatre, users must book the cafeteria through Fort Frances High School.

H. Rainy Lake Market Square

- i. The rental of the Market Square is under review for the first two years to determine best practice (2018-2019).

I. Seniors Centre

- i. The Senior Centre is available for rental by calling 274-7656.

2019 NOMA Annual Meeting & Conference Agenda

Wednesday, April 24, 2019 Location: Victoria Inn & Conference Center, Thunder Bay, Embassy Room

- | | |
|-----------------------|---|
| 10:30 am | Registration Opens |
| 11:00 am | Conference Welcome
<i>Call to Order & Greetings from NOMA – Mayor Wendy Landry, President</i>
<i>Roll Call</i>
<i>Greetings from Invited Dignitaries</i> |
| 11:20 am | Keynote: AMO Update
<i>Presented by: Jamie McGarvey, President, Association of Ontario Municipalities</i> |
| NOON | LUNCH |
| 12:45 pm | Cyber Security
<i>Presented by: Jessica Jaremchuk, Frank Cowan Company</i> |
| 1:30 pm | IESO Update
<i>Presented by: TBD</i> |
| 2:15 pm | Ontario Forest Industry Association
<i>Presented by: Ian Dunn, Director of Forest Policy</i> |
| 3:00 pm | Schedule One Update – WSIB
<i>Presented by: TBD</i> |
| 3:45 pm | HEALTH BREAK |
| 4:00
to 5:15 pm | NOMA Annual General Meeting <ol style="list-style-type: none"> 1. Call to Order 2. Approval of minutes of 72nd Annual General meeting 3. Approval to receive the Presidents Report 4. Resolutions Committee 5. Approval of Auditors Report 6. Appointment of Auditors for 2019 7. Approval of 2019 Operating Estimates 8. Approval to receive Committee & District Associations Reports Adjournment |
| 6:00 pm to
8:00 pm | Opening Reception
Join your colleagues for networking, appetizers and a cash bar. Be sure and visit the exhibitors who have registered for the 2019 conference |

Thursday, April 25, 2019, Embassy Ballroom

7:30 am to 5:00 pm Registration & Expo

7:45 am

Buffet Breakfast

8:30 am

LAS Update

Presented by: Jeff Barten, Energy & Asset Services Manager

9:15 am

Hydro One - Update on projects in the Northwest

Presented by: TBD

10:00 am

Health Break

10:15 am

Parks & Recreation Ontario

Presented by: Mike Hood, Senior Coordinator, Business and Membership Development

10:45 am

MPAC

Presented by: Mary Dawson Cole, Regional Manager, Municipal & Stakeholder Relations

11:30 am

Thunder Bay Regional Health Sciences Foundation

Presented by: Barry Streib Foundation Board of Director

12:00 pm

Lunch Buffet

1:00 pm

Keynote: Magic Wand: How pro-active government can turn around practically any city, town or village and case studies that prove it

Presented by: Bruce Firestone, Real Estate Investment and Business coach

2:00 pm

Ombudsman Ontario

Presented by: Laura Pettigrew

2:45 pm

Health Break

3:00 pm

Centre for Rural & Northern Health Research Thunder Bay Drug Strategy & Lakehead University

Presented by: Dr. Mushquash

3:45 pm

Tourism Northern Ontario

Presented by: Pat Forrest, Senior Coordinator, Partnerships and Initiatives, Tourism Northern Ontario

5:30 pm

Reception Annual Banquet – Embassy Ballroom, Victoria Inn

6:00 pm

Dinner is served

Friday, April 26, 2019 Location: Embassy Ballroom

7:45 am

Buffet Breakfast

8:30 am

On hold for Elected Officials and the Bearpit

Confirmed to date: Minister Steve Clark, Minister of Municipal Affairs & Housing

The agenda is still in the planning stages as we await confirmations from the government and regional elected officials. The latest it will go is 2:00 pm but could conclude sooner. The agenda will be updated as confirmations are received.



Representing the Districts of Kenora, Rainy River and Thunder Bay

P.O. Box 10308, Thunder Bay, ON P7B 6T8
www.noma.on.ca

p. 807.683.6662 e. admin@noma.on.ca

Memorandum

To: Mayors, Reeves, and Members of Council

From: Kristen Oliver, Executive Director

Date: March 5, 2019

Subject: Second Call for Nominations for Offices of President & Executive Vice President

The offices of President and Executive Vice President are subject to election during the 2019 Conference and Annual General Meeting to be held April 24, 25 & 26 in Thunder Bay, ON.

This is the second call for nominations. Those elected will hold office for a term of two (2) years commencing April 25, 2019. Nominees must be elected members of council.

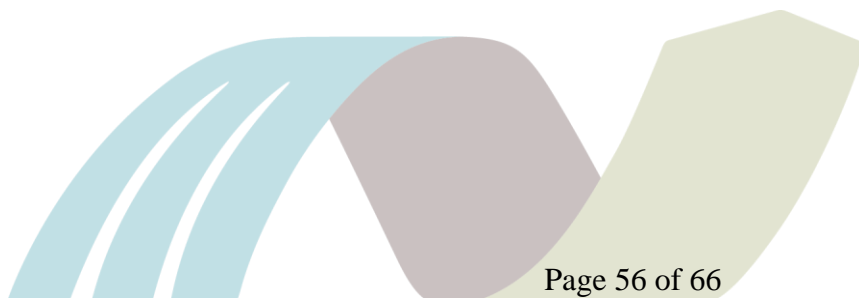
Any elected member in good standing may nominate a person or persons for these positions by notifying the Executive Director of the nomination in writing. A letter of consent from the nominee must accompany the nomination and be filed with the Executive Director.

There will be three calls for nominations via email. Nominations will be accepted until 9am on Thursday, April 18, 2019. Nominations will be posted on the NOMA website as they are received.

If more than one nomination is received for these offices, an election will be held on Wednesday, April 24 from 12:00 noon to 2:00pm. Nominees will be provided an opportunity to address the delegates prior to the election.

The Executive Director will prepare a list of electors and according to Section 13 of the Constitution each member municipality will be allowed six voting delegates. If more than six delegates are attending, the municipality shall provide the Executive Director a list of those persons that will be their voting delegates. Votes shall be cast in person – there are no provisions for proxy voting.

A full job description for the position of President is available on the NOMA website (under Organization Policies). The Executive Vice President is required to attend AMO Board meetings bi-monthly in Toronto and shall be prepared to fill-in as the President requires.





Recommendation from EDAC Municipal Accommodation Tax Committee

Date: March 6, 2019

From: Tannis Drysdale, Economic Development Consultant

Beginning Jan 1 2019, the Town of Fort Frances introduced created a Municipal Accommodation Tax (MAT) on January 1, 2019 which implements a four percent (4%) tax on all accommodation that is less than 30 days in the Town of Fort Frances.

- Council designated the Rainy River Future Development Corporation as the Town's partner as the Designated Marketing Organization. These funds will be used to support tourism promotion for Fort Frances.

This committee will guide the spending of the MAT funds. The RRFDC has established separate accounts for the MAT funds and those accounts will be audited with the RRFDC annual audit.

To this end, the Town and the RRFDC will enter into an agreement similar to other agreements with the RRFDC. An agreement is attached to this report that mirrors the agreement that the City of Thunder Bay has with its economic development corporation for utilization of the MAT funds.

EDAC also has provided input to Council that it wishes Council forward to the RRFDC as advice of the Towns preferred general make up of the committee.

Suggested committee makeup:

1. **One** appointed member of Fort Frances Council
2. Up to **One** each designate of each tourism/accommodation providing business with more than 10 rooms in Fort Frances
3. Up to **Four** total representatives of Fort Frances based community festival, event or sport organizations.
4. **One** designated representative from the Fort Frances Museum
5. **One** designated representative of the Fort Frances BIA.
6. **One** designated representative of the Fort Frances Chamber.

The RRFDC plans to apply for funds in 2019 from the Ontario Heritage Fund and/or Tourism Ontario to access the assistance of an agency who will develop a five-year promotion plan for the committee. This plan will include a product review, a target market review and a suggested detailed promotional budget with goals.

Please note the Agreement requires both financial and written report to Council. The Agreement requires the RRFDC to comply with all requirements outlined in the current Ontario MAT legislation and any changes or updates to that legislation.

THIS AGREEMENT MADE EFFECTIVE on this ____ day of _____, 2018

BETWEEN:

THE CORPORATION OF THE Town of Fort Frances

(Henceforth identified as the “Town”)

-and-

The Rainy River Future Development Corporation

(Henceforth identified as the “RRFDC”)

(The Town and RRFDC shall each be referred to as a “Party”
and shall be referred to together as the “Parties”)

RECITALS:

- a. The Town adopted By-law INSERT he “By-law”) to implement a Municipal Accommodation Tax (the “MAT”) to generate funds to support tourism promotion and development that is intended to come into force as of January 1, 2019 and is to be assessed on certain types of transient accommodations sold within the Town of Fort Frances;
- b. The enabling legislation for the adoption of the By-law required that 50% of the net proceeds generated from the MAT be paid to an eligible not-for-profit tourism to be used for the exclusive purpose of tourism promotion and development;
- c. The By-law required that the Town negotiate and execute an agreement with the RRFDC who will act as the designated partner for the management of half of the net proceeds to be generated through the implementation of the MAT for the exclusive purpose of tourism promotion and development;
- d. RRFDC has as a core mandate the furthering of the development of tourism in and for the Town of Fort Frances;
- f. The Parties are now desirous of entering into this Agreement to allow the RRFDC to accept certain responsibility relative to tourism promotion and development that were previously the responsibility of the RRFDC by contract to the Town and reflect the additional responsibilities to be undertaken by TOWN and provide a framework for the designation of RRFDC as the eligible not-for-profit tourism RRFDC to which 50% of the net proceeds generated from the MAT will be paid.

ARTICLE 1.0: Municipal Accommodation Tax

1.01 The Town is solely responsible for the collection and general administration of the MAT including all activities related to the collection, accounting, reporting, auditing, budgeting, legal, reconciliation of accounts, and any other general requirements such as participant engagement and general communication with participants.

1.02 The Town shall keep an amount consisting of 50 per cent of the amount determined using the formula, $A - B$

in which,

“A” is the revenue from the tax received by the TOWN in respect of the fiscal year, and

“B” is the TOWN’s reasonable costs of collecting and administering the tax that are attributable to the fiscal year.

in a dedicated cost centre (henceforth identified as the “MAT Funding”) for the purpose of quarterly remittance to eligible tourism entities.

ARTICLE 2.0: Eligible Tourism Entity

2.01 The RRFDC having obtained and maintaining such permits and approvals as re required by government and other authorities for the RRFDC to operate its business and meet its obligations under the agreement, the TOWN shall designate the RRFDC as an eligible tourism entity for the purpose of receiving and managing the MAT Funding.

2.02 The Parties understand that the relationship between them is that of independent contractors and this agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between them. The RRFDC shall not hold itself out as partner, joint venturer, employee, franchisee, or agent of the TOWN and neither Party shall have the authority to bind the other, or incur obligations on the other party's behalf, without the other party's prior written consent.

ARTICLE 3.0: MAT Funding

3.01 The TOWN will transfer the MAT funding to the RRFDC on a quarterly basis by the end of the month following the quarter.

3.02 The Parties understand that the MAT Funding made available to the RRFDC under this agreement is conditional upon the maintenance of the MAT and that, if the MAT does not generate the anticipated level of funding, the Town will not be obligated to make any additional payments to the RRFDC.

3.03 The RRFDC shall keep all MAT funding received from the TOWN segregated and funds should be used for the exclusive purpose of tourism promotion and development within the Town of Fort Frances or that benefits the Town of Fort Frances.

ARTICLE 4.0: Use of MAT Funding

4.01 The MAT Funding received by the RRFDC shall be used exclusively for purposes related to investments for tourism promotion and development in the Town of Fort Frances or that benefits the Town of Fort Frances.

4.02 The RRFDC board, or any of their delegated committees as determined by the RRFDC board, shall have exclusive responsibility for determining the use of MAT Funding within the scope of authorized projects.

4.03 The RRFDC shall establish a tourism advisory board whose mandate will be to recommend appropriate investment strategies for the use of the MAT Funding received by the RRFDC. The RRFDC will seek advice from the TOWN on key stakeholders and utilize the Town's brand materials

4.04 The RRFDC will incorporate all rebates, credits, refunds and interest income that it receives from the use of the MAT Funding into the component of its budget that is related to tourism promotion and development within the Town of Fort Frances in accordance with Canadian Public Sector Accounting Standards.

5.05 The RRFDC will use reasonable estimates of anticipated rebates, credits and refunds in its budgeting process. The RRFDC will use any rebates, credits, refunds and interest income that it receives from the use of the MAT Funding to provide services related to tourism promotion and development in the Town of Fort Frances.

4.06 The TOWN shall not be responsible for any commitments or expenditures that the RRFDC makes that are in excess of the MAT Funding available under this agreement, nor does this agreement commit the TOWN to provide additional funds to the RRFDC during or beyond the term of this agreement.

ARTICLE 5.0: Audit Provisions

5.01 The RRFDC shall retain:

- a. all records related to the RRFDC's performance of its obligations under this agreement for a period of at least seven years after this agreement ceases to be in effect, whether due to expiry or otherwise. The RRFDC's obligations under this section will survive if this agreement ceases to be in effect, whether due to expiry or otherwise.
- b. all financial records, invoices and other financially-related documents relating to the MAT Funding or otherwise to the services in a manner consistent with international financial reporting standards as advised by the RRFDC's auditor; and

- c. all non-financial documents and records relating to the MAT Funding or otherwise to the services in a manner consistent with all applicable laws.

5.02 The RRFDC will provide to the TOWN, in the form and within the time specified by the TOWN, the Reports that the TOWN requires for the purposes of exercising its powers and duties under this agreement or for the purposes that are prescribed under any applicable laws. For certainty, nothing in this section or in this agreement restricts or otherwise limits the TOWN's right to access or to require access to information relative to the uses of MAT Funding that are made in accordance with applicable laws.

5.03 The TOWN may audit all financial and related records associated with this agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the RRFDC as being related to tourism promotion and development.

5.04 The RRFDC shall at all times during the term of the agreement and for a period of seven (7) years after the end of the agreement, keep and maintain records of the work performed pursuant to this agreement including proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the RRFDC.

5.05 The RRFDC shall, at its own expense, make such records (including copies and extracts of records as required) available for inspection and audit by the TOWN at all reasonable times and without prior notice.

5.06 The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the RRFDC and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfilment of the TOWN's obligations to the TOWN under this agreement.

5.07 Costs of any audits conducted under the authority of this agreement and not addressed elsewhere will be borne by the TOWN unless the audit identifies findings that would constitute a material breach of the agreement with the RRFDC. The RRFDC shall reimburse the TOWN for the total costs of any audit that identifies a material breach of this agreement by the RRFDC.

5.08 This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the TOWN may have by Federal, Provincial, or Municipal law, whether those rights, powers, or obligations are express or implied.

ARTICLE 6.0: Net Income and Investment of Operating Surplus

6.01 The RRFDC will be entitled to retain any net income or operating surplus of income over expenses earned in a funding year, subject to any in-year or year-end adjustments to MAT Funding.

6.02 Any net income or operating surplus retained by the RRFDC shall be invested with consideration of risk and at the most favourable rate of interest available to it at the time, while ensuring that its liquidity requirements are being met and, when exercising its discretion to invest, the RRFDC shall take into consideration the following priorities:

- a. the need to preserve capital;
- b. liquidity; and,
- c. the return of investment.

ARTICLE 7: Event of Default

7.01 The TOWN may note the RRFDC to be in default of this agreement where:

- a. the RRFDC fails to apply the MAT Funding for purposes related to tourism promotion and development within the Town of Fort Frances;
- b. The TOWN fails to comply with any other provisions or requirements under this Agreement; or,
- c. The TOWN decides to suspend or cease all its activities in relation to the permitted uses for the MAT Funding.

7.02 Where the RRFDC is found to be in breach of this agreement, the TOWN may provide notice in writing to the RRFDC providing details about the breach and specifying a period within which the breach must be rectified (the "Notice").

7.03 Where the RRFDC disputes any matter set out in the Notice, the Parties will discuss the circumstances that resulted in the Notice and the RRFDC may make representations to the TOWN about the matters set out in the Notice within 14 days of receiving the Notice.

7.04 In making a determination about the matters set out in the Notice, the TOWN will act reasonably and will consider the impact, if any, that a recovery of MAT Funding will have on the RRFDC's ability to meet its obligations under this agreement and will take into consideration the representations made by the RRFDC about the matters set out in the Notice and the TOWN will advise the RRFDC of its decision in writing.

7.05 Where the breach is not rectified within the time specified in the Notice, the TOWN may terminate this agreement immediately without further notice to the RRFDC and the RRFDC shall repay any of the MAT Funding not spent or applied towards the purpose of tourism promotion and development within the Town of Fort Frances within the time specified by the Town.

7.06 MAT Funding recoveries, if any, will occur in accordance with the timing set out in the TOWN's decision. No recovery of MAT Funding will be implemented earlier than 30 Days after the delivery of the Town's decision on the matters set out in the Notice.

7.07 If the TOWN requests a re-payment by the RRFDC of any MAT Funding in accordance with this agreement, the amount shall be deemed to be a debt owing to the TOWN by the RRFDC.

7.08 The TOWN may adjust future MAT Funding or other funding instalments payable to the RRFDC to recover any amounts owed or may, at its discretion, direct the RRFDC to pay the amount owing to the TOWN. The RRFDC will promptly comply with any such direction.

7.09 The TOWN may charge the RRFDC a prescribed rate of interest on any amount owing by the RRFDC that is reflective of the current interest rate charged by the TOWN on accounts receivable.

ARTICLE 8: Protection of Personal Information

8.01 The Parties are aware, and accept, that the provision of this financial support to the RRFDC is a matter of public record.

8.02 Where applicable, the RRFDC shall ensure that any personal information, data, or confidential information belonging to the TOWN which is provided to or hosted by the RRFDC, or to which the RRFDC obtains access in the course of this agreement, remains in Canada unless its removal is expressly permitted in writing by the TOWN.

8.03 The RRFDC shall comply with all laws pertaining to the protection of privacy and personal information to which the RRFDC is subject and, where the TOWN is subject to a request for the disclosure of any record of information created as a result of this agreement (the "Records"), the RRFDC shall provide the TOWN with information, cooperation and assistance, as may be requested by the TOWN, in order to enable the TOWN to comply with any legal requirements to which the TOWN is subject under any laws including the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 ("MFIPPA"), the Personal Health Information Protection Act, 2004, S.O. 2004, c. 3 ("PHIPA"), the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5 ("PIPEDA"), the regulations and common law pertaining to protection of privacy and personal information which is required to be protected including those pertaining to the protection of personal, healthcare, or insurance information.

8.04 The TOWN and the RRFDC acknowledge and agree that the TOWN has a greater interest in all Records and, where the RRFDC has been instructed by the TOWN not to make the Records or any part thereof available to the public, and the RRFDC receives a request under MFIPPA, PHIPA, PIPEDA, or any other legislation, as the case may be, for access to such Records, the RRFDC will transfer the request and return the Records to the TOWN pursuant to the transfer provisions of section 18 of MFIPPA.

8.05 The RRFDC will not purge or otherwise destroy any Records belonging to the TOWN unless instructed to do so by the TOWN. The TOWN may, from time to time, request that the RRFDC purge specified Records. Upon receipt of such a request the RRFDC will supply the TOWN with a copy of the specified Records in a suitable format and on a suitable medium. After receipt of these Records by the TOWN, the RRFDC will destroy all copies of the Records in their possession and shall provide written confirmation of the destruction to the RRFDC.

ARTICLE 9.0: Miscellaneous

9.01 The RRFDC shall not transfer or assign any of the rights and obligations under this agreement without the prior written approval of the TOWN.

9.02 This agreement constitutes the entire agreement between the Parties and supersedes any previous agreement or understandings between them.

9.03 This agreement cannot be amended unless the amendment is in writing and signed by the Parties.

9.04 When this agreement ceases to be in effect, whether due to expiry or otherwise, the RRFDC will provide to the TOWN all such reports as the TOWN may reasonably request relating to, or as a result of, this agreement ceasing to be in effect.

9.051 RRFDC shall grant to the TOWN, at no cost, a perpetual right to use and reproduce any materials produced as a result of the MAT Funding ("the Material").

The undersigned have read, fully understands and agree to be bound by this agreement and the terms and conditions contained herein.

**THE CORPORATION OF THE TOWN OF FORT
FRANCES**

Per:

(I have authority to bind the Corporation)

**THE RAINY RIVER FUTURE DEVELOPMENT
CORPORATION**

Per:

(I have authority to bind the Corporation)

Stats Canada Report -TOWN OF FORT FRANCES 2019-February

Permit #	Roll #	Contractor	Property Address	Work Description	Building Code	Work Code	Units/Area	Value
2019-0003	591201000506000.00	Precision Construction	1201 COLONIZATION RD W, FORT FRANCES	Construct new X-Ray room and lab area as per drawings.		2	250.00 Sq. Ft	\$5,000.00
2019-0004	591201000508201.00		1515 COLONIZATION RD W, FORT FRANCES	Complete renovation on kitchen. Demoilish interior non supporting walls, install new bay window and new patio door.	110	02, 03, 01	500.00 Sq. Ft	\$5,000.00
2019-0005	591203000103000.00		728 NELSON ST, FORT FRANCES	COMPLETE RENOVATION TO EXTERIOR AND INTERIOR OF BUILDING. INSULATION, VAPOUR BARRIER, WINDOWS, DOORS, AND CHANGE TWO SUPPORT WALLS AS PER DRAWINGS.	110	02, 03, 01	1,000.00 Sq. Ft	\$5,000.00