

TOWN OF FORT FRANCES

AGENDA - March 25, 2019

MEETING - Council Chambers , Civic Centre

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1. COUNCIL MEETING

(Session No. 011) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Prayer

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

1.4 Disclosure of pecuniary interest and the general nature thereof.

2. Delegations/Deputations:

2.1 Ontario Clean Water Agency Presentation by J. Kirbride and J. St. Pierre

4 - 22

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Letter dated March 13, 2019 from A. Watson, President, Royal Canadian Legion Br 29 re: Crosswalk Improvements

23 - 24

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

3.3 Letter from Rainy River District Festival of the Performing Arts re: request Financial Support

25

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

4. Approval of Council Minutes: *

4.1 Session Nos. 008 and 010, dated February 25, 2019 and March 11, 2019

5. Approval of Committee of the Whole Minutes: *

5.1 Session Nos. 009 and 011, dated February 25, 2019 and March 11, 2019

6. Resolutions from tonight's Committee meeting

7. By-Laws:

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10. <u>Non-agenda Items</u>	
11. <u>ADJOURNMENT</u>	
12. <u>* Previously distributed to Council</u>	
13. <u>** Items can be viewed by contacting the Clerk</u>	

Presentation to the Town of Fort Frances Orientation to OCWA

Agenda



- Overview of OCWA
- Local Operations Team Working with The Town of Fort Frances
- Agreement Highlights
- Managing Risk – SDWA – Standard of Care

We are the Ontario Clean Water Agency (OCWA)

Your trusted partner in providing safe, efficient and sustainable water and wastewater solutions.

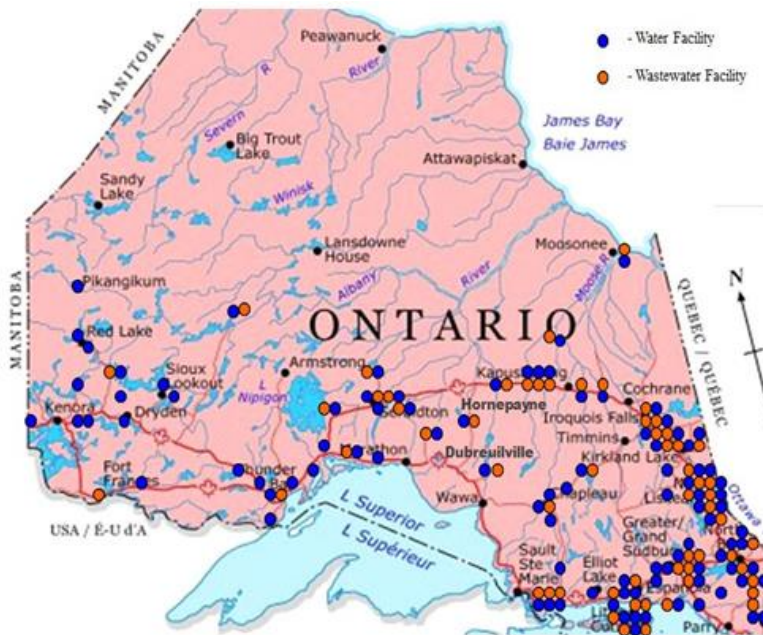


What Makes Us Different

- Specializing in Ontario water and wastewater for 25 years
- Unique public shared services model promotes efficiency & cost savings
- Transfer risk from municipality to Crown Agency
- “Total Solutions Provider”: Full range of technical and advisory services to 180+ municipal clients
- Best-in-class compliance and safety record
- Essential services ensure continuous facility operations
- Maximize asset life through asset maintenance program
- Part of your community, we live and work close by

1 in 4 Ontarians Place their Trust in Us

- Hub and spoke network is our structural backbone
- OCWA's five Emergency Response Teams backstop water emergencies across province.
- Manage more than \$15 billion in municipal infrastructure



Your Total Water Solutions Provider

- Operations & Maintenance
- Financial Services
- Capital Planning incl. long term
- Capital Delivery & Project Management
- Asset Planning & Management
- Energy & Process Optimization
- Federal and Provincial Funding Application Assistance
- Turnkey Lift Station Rebuilds
- Conveyance
- Resource Recovery
- Training
- Information Management



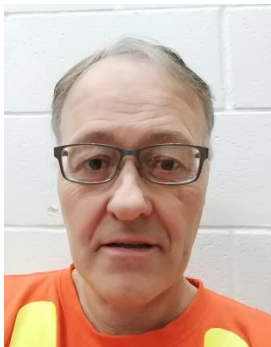
Shared Services Provincially = Cost-Effective Delivery Locally

Sharing services drives efficiencies in:

- Procurement – size matters
- Staffing – we have a team behind your local team
- Expertise – we can share specialty expertise, e.g., energy management experts to help manage costs
- Systems and Tools – sharing costs of support tools and associated best practices saves money and improves operations and maintenance

Working with the Town of Fort Frances

We are pleased to introduce your local operations team.



Kelly
Cunningham
Sr. Operator/
Mechanic
(807)276-
2395



Dale
Hughes
Operator/
Mechanic
(807)276-
2399



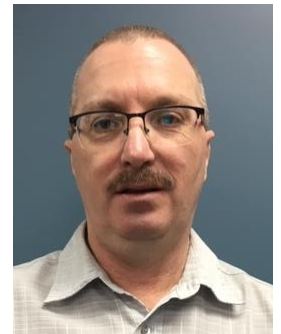
Geoff
Pearce
(Emo)
Operator/
Mechanic
(807)271-
6249



Dave
McKelvie
(Chapple)
Operator/
Mechanic
(807)271-
1497



Larry
Wachter
Sr.
Operations
Manager
(807)276-
2391



Dave
Hoffman
Process &
Compliance
Tech
(807)854-
7142

Fort Frances Wastewater Facilities

- The Waste Water Treatment Plant (Class III) employs an activated sludge process complete with secondary clarification, phosphorus removal and disinfection. The waste activated sludge is treated via a two step aerobic digestion process. Disinfection is achieved via flow through an ultraviolet light radiation process.
- The treatment facility consists of a rotating bar screen with De-watering Rotary press, grit separator, dual aeration basins with 25 and 50 hp kW blowers and 22.4 hp mixing pumps, secondary clarifiers, scum removal, ultraviolet disinfection augmented by sodium hypochlorite feed, flow metering, and two aerobic digesters.
- The treatment facility's alarm, process monitoring and control activities are managed via SCADA technology.

Fort Frances Wastewater Facilities

- Collection system with Six (6) Lift Stations, with the Fifth Street Lift Station receiving sewage from Couchiching First Nation.
- Couchiching First Nations' sewage pumping/lift stations alarm, process monitoring and control activities are communicated, in varying degrees as dictated by the extent of on site instrumentation, to the Fort Frances Wastewater Treatment Plant's SCADA system.

"It's a good feeling to be able to stay close to home. You help people around you go about their daily lives not having to think about the water they drink."



"The best part of my job is knowing that when you leave at the end of the day, the kids who drink your water are safe."

To our people, your water is their water.



"I love making sure that the drinking water is safe for public consumption and that the wastewater is safe in order to protect the natural environment."



OCWA: Part of Your Community

- OCWA believes in sustainable local communities where we live and work
- We consider the social, environmental and economic impact of our activities, both as individuals and as an Agency



Great Canadian Shoreline Cleanup



OCWA's OneWater® Education Program

OCWA as Your Operating Authority

- Comprehensive systems to ensure compliance and protect your infrastructure and environment
- Regular & timely communications
- Effectiveness while providing value for your dollar
- Full technical team behind your local team for support for your water and wastewater systems

Current Agreement Highlights

- Term = January 1, 2019 to December 31, 2023
- Type of Agreement = Fixed Price
- Facilities Included = Wastewater Treatment Plant & Collection System, Water Treatment Provisional Overall Responsible Operator (ORO) when needed
- Major Maintenance
 - recommendations are submitted by September 30th
 - There is an approval process for all major maintenance work
- Communications = **Monthly Operations and Maintenance Activity Reports, Quarterly Public Works Meetings with the Operations & Facility Manager and Environmental Superintendent, Regulatory Report is submitted to MECP Annually in March.**

Complex Regulatory Environment



Managing Risk

“Given that the safety of drinking water is essential for public health, those who discharge the oversight responsibilities of the municipality should be held to a statutory standard of care.”

~ Justice O’Connor, Part 2 Report of the Walkerton Inquiry



SDWA – Statutory Standard of Care

- Last piece of the *Safe Drinking Water Act* (SDWA) – Section 19
- Came into force on January 1, 2013
- Extends legal responsibility to every person who exercises decision-making authority over the system – potentially including but not limited to members of municipal councils
- Imposes a range of penalties
- Requires a level of engagement and awareness (due diligence)

Responsibilities

- Exercise level of care, diligence and skill
- Ask questions
- Receive reports
- Invest in infrastructure as appropriate

*“You are not expected to be an expert in the areas of drinking water treatment and distribution. Section 19 allows for a person to rely in good faith on a report of an **engineer**, lawyer, accountant or **other person whose professional qualifications lend credibility to the report.**”*

~ Taking Care of Your Drinking Water: A Guide for Members of Municipal Councils, MECP



Thank you.

We'd be pleased to answer any questions

Johanna Kirkbride
Business Development Manager
Ontario Clean Water Agency

Phone: 807-252-8233

Email: JKirkbride@ocwa.com

Jeff St. Pierre
Regional Hub Manager
Ontario Clean Water Agency

Phone: 705-943-5578

Email: JSt.Pierre@ocwa.com



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

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

Comrade Ann Watson
PRESIDENT

Veronica Davis
OFFICE MANAGER

March 13, 2019

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



Dear Mayor and Council,

As you are aware the Branch 29 is hosting the 49th Annual Provincial Convention here in Fort Frances on June 14, 15, 16 and 17th, 2019. Since drivers 9 times out of 10 are still not stopping for the cross walk in front of the Legion (as no hash marks or X's were painted on the road to increase visibility as we were told would happen last summer) we would like to propose a solution.

We are designing a template of a soldier marching. It would be approximately 4ft tall and we would like to paint the template of the soldier on the road walking across the cross walk. Three going north to south and three going south to north. The prep work and painting would be at our expense to achieve this. There are three advantages to this proposal, one it would increase visibility for the cross walk (increasing the safety of people crossing there), two, it reinforces the presence of the Legion and its mandate regarding Veterans and three, it will not cost the town any money to achieve more visibility at the cross walk.

Thank you for your kind consideration and looking forward to your decision.

Lest We Forget, Lest We Forget,

Ann Watson

President, Royal Canadian Legion Branch 29 Fort Frances.

new at AVE

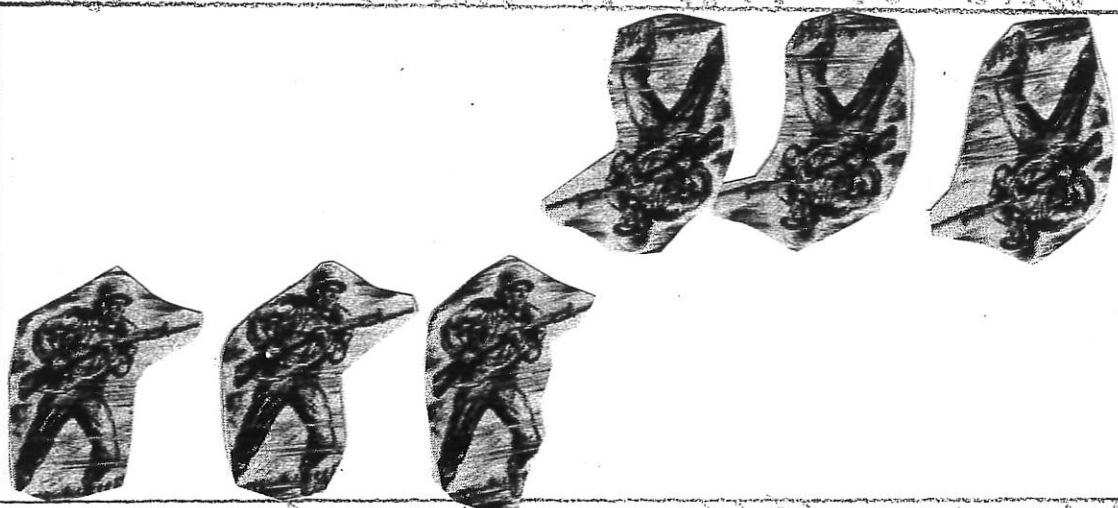
Municipal Parking Lot

Crosswalk

Church Street

Legion Building

8ft



Portage Ave



Rainy River District

Festival Of The Performing Arts

A Special Invitation to
Corp. of the Town of Fort Frances

2019 – 79th Year of Operation

The Rainy River District Festival Association's many volunteers are now hard at work preparing for the 79th Festival of the Performing Arts taking place in April 2019. This year, we are excited to announce the reintroduction of the Anishinaabemowin Language in the Drama Division.

Last year's Festival of the Performing Arts was extremely successful, thanks in part to you and many others who contributed financially or as "Helping Hands." In 2018, just under 600 talented performers took part in piano, vocal, instrumental, and drama competitions in either solo or group presentations! Because of the generous financial support from many people and groups in our communities, we have been able to keep festival fees low, ensuring that participation is affordable for all students and families of the Rainy River District. As a tribute to the success of the students, their teachers and to the festival itself, eighteen of our local performers were honoured to be recommended by the Adjudicators to compete in the Manitoba Provincial Festival competition last May. Our desire is to continue these fine achievements in 2019.

The Festival Association invites you to **renew your support** of our important mission to provide an avenue for personal growth and development for the many talented performing artists in the district. Every little bit helps and all donations are tax deductible. **Please complete the form below if you choose to be a "Friend of the Festival" once again in 2019 and return it to us by April 1.** As in years past, a complimentary "All Session Pass" to the Festival will be given to all contributors of \$25 or more. Additionally, a ticket for the Highlight's Concert will be given to those who contribute \$50 or more. You may also choose to be a "Helping Hands" member by volunteering to assist us during our four weeks of Festival.

To find out more about the Rainy River District Festival of the Performing Arts, we invite you to visit our website, www.ff-festival.com, where all news, forms and resources relating to the Festival can be found. We also maintain an active Facebook page where we currently have 200 "followers", so feel free to like and follow us!

If you would like more information about the Festival Association and how you can help, please contact
Cynthia Donald at 274-3384 or e-mail at mrsontario58@gmail.com

Please detach and return with your contribution

**YES! I'D LIKE TO RENEW MY SUPPORT BY BEING A
"FRIEND" OF THE 2019 FESTIVAL**

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

Enclosed is my contribution of ☐ \$25 ☐ \$50 ☐ \$100 Other _____

We need many HELPING HANDS to assist at the festival. PLEASE volunteer your time. ☐ NO ☐ YES

A receipt for income tax purposes will be issued for all contributions

A Complimentary 2019 "ALL SESSION PASS" will be issued for all contributions of \$25 or over

A Complimentary 2019 "ALL SESSION PASS" and a ticket to the Highlight's Concert will be issued for all contributions of \$50 or over

SEND THIS FORM TO:

Rainy River District Festival of the Performing Arts, P.O. Box 806, Fort Frances, ON P9A 3N1

TOWN OF FORT FRANCES

BY-LAW NO. 59/16-A

(Being a by-law to approve an extension to an agreement with Kenora Central Ambulance Communications Centre, Lake of the Woods District Hospital under authority of the Ministry of Health and Long-Term Care for a communications service for the District Fire Service)

WHEREAS on March 11, 2019, Council approved a report from T. Moffit, Fire Chief/CEMC recommending the entering into of an extension to the agreement with the Kenora Central Ambulance Communications Centre for operation of a communications service for the District Fire Service comprised of various Rainy River District municipalities and First Nations;

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

- 1. That the extension agreement with Kenora Central Ambulance Communications Centre, Lake of the Woods District Hospital in the form of Schedule “A” attached hereto and forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 25th day of March 2019.

J. Caul, Mayor

E. Slomke, Clerk

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 as 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.

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

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

WHEREAS on December 10, 2018, Council approved a report from T. Rob, Manager of Operations & Facilities which awarded the Tender for a Three Year Sanitary Sewer Cleaning and CCTV Inspection Program (Tender No. 18-OF-12);

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

- 1. That pursuant to the award of the tender under 18-OF-12, the following agreement in the form of the schedule ‘A’ attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:

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

READ THREE TIMES and finally passed in open Council this 25th day of March 2019.

J. Caul, Mayor

E. Slomke, Clerk

SCHEDULE 2**AGREEMENT**

THIS AGREEMENT made this 23rd day of November, 2018.

BETWEEN:

Wessuc Inc

(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

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

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

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

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

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

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

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

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.
8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service or mail; or
- (c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

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

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

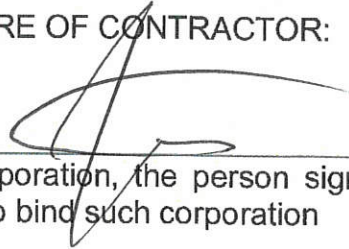
- (ii) in case of the Contractor, as follows:

1693 Colborne St E
Brantford, Ontario
N3T 5L4

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

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:



Witness to signature of Tenderer

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

Print name of Witness:

PRINT NAME AND TITLE OF PERSON SIGNING:

Hank VanVeen - Vice-President

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

Wessuc Inc

Address of Witness:

Address of Contractor:

1693 Colborne St E,
Brantford, ON N3T 5L4

Phone Number of Witness:

Phone Number of Contractor:

(519) 752-0837

Fax Number: (519) 752-0840

Cell Number: (905) 961-5688

The Corporation of the Town of Fort Frances

per:

per:

I/we have authority to bind the Town

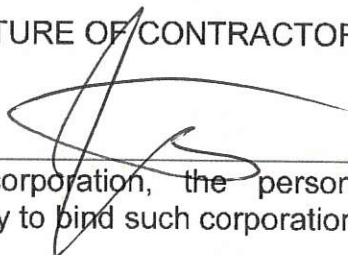
SCHEDULE 3

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, Wessuc Inc
shall and does hereby agree and confirm that:

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

SIGNATURE OF CONTRACTOR:



Witness to signature of Tenderer

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

Print name of Witness:

PRINT NAME AND TITLE OF PERSON SIGNING:

Hank VanVeen - Vice-President

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

Wessuc Inc

Address of Witness:

Address of Contractor:

1693 Colborne St E
Brantford, ON N3T 5L4

Phone Number of Witness:

Phone Number of Contractor:

(519) 752-0837

Fax Number: (519) 752-0840

Cell Number: (905) 961-5688

The Corporation of the Town of Fort Frances
per:

per:

I/we have authority to bind the Town

Date: _____, 2018.

TOWN OF FORT FRANCES BY-LAW 07~19

A BY-LAW OF THE CORPORATION OF THE TOWN OF FORT FRANCES TO LICENCE AND REGULATE FENCES WITHIN THE MUNICIPALITY.

WHEREAS the Council of the Corporation of the Town of Fort Frances deems it necessary and expedient to pass a by-law to regulate fences within the Municipality.

AND WHEREAS the *Municipal Act, 2001*, as amended provides that a municipal power shall be exercised by by-law.

AND WHEREAS the *Municipal Act, 2001*, as amended authorizes a single tier municipality to pass by-laws respecting structures, including fences and signs;

AND WHEREAS the *Municipal Act, 2001*, as amended provides that a municipality may provide that the Line Fences Act does not apply to all or any part of the municipality;

AND WHEREAS the *Line Fences Act, R.S.O. 1990, Chapter L.17*, provides that, with the exception of section 20 the *Line Fences Act* does not apply to land in an area that is subject to a by-law for apportioning the costs of line fences passed under the *Municipal Act, 2001*;

AND WHEREAS on January 14th, 2019, Council approved a recommendation from the Planning & Development Executive Committee to review and update the Fence By-Law.

NOW THEREFORE, the Council of The Corporation of the Town of Fort Frances enacts as follows:

SECTION 1- DEFINITIONS

“adjoining owner” – means the owner of the land that is adjoining to the land of another owner;

“corporation” – means The Corporation of the Town of Fort Frances;

“fence” – means a railing, wall, line of posts, wire, gate, boards, pickets or other similar substances used to endorse or divide in whole or in part a yard or other land to establish a property boundary or to provide privacy and includes any hedge or grouping or thick growth of shrubs or trees acting as continuous barrier which is other than an essential component to a building;

“intersection” – means the area embraced within the prolongation or connection of the lateral street lines of two or more streets that join one another at an angle, whether or not one street crosses the other;

“lane” – means a public thoroughfare which affords only a secondary means of access for vehicular traffic to abutting lots and which is not intended for general circulation;

“line fence” – means a fence marking the boundary between adjoining parcels of land;

“lot” – means a parcel of land which is capable of being legally conveyed pursuant to Section 50 of the Planning Act;

“lot, corner” – means a lot situated at the intersection of two or more streets, or at the intersection of a street and a railway right-of-way, or a lot butting on one or more parts of the

same street, in which an interior angle of less than one hundred and thirty-five (135) degrees is contained, between the front and side lot lines abutting by the said street or streets;

“lot interior” – means a lot other than a corner lot;

“lot line” – means any boundary of a lot and/or the vertical projection thereof;

“lot line, front” - means

- a) in the case of an interior lot, the lot line dividing the lot from the street;
- b) in the case of a corner lot, the shorter lot line abutting the street;
- c) in the case of a through lot or a corner lot with two lot lines of equal length abutting roads, the lot line used for the principle entrance; and iv) in the case where a lot abuts only a road cul-de-sac, all of the frontage on the road cul-de-sac.

“lot line, rear” - means the lot line farthest from or opposite to the front lot line;

“lot line, side” - means a lot line other than a front or rear lot line;

“non-residential property” - means a property with uses other than residential or multi-residential and includes schools and other institutional uses but does not include a street or public walkways;

“open construction” - includes chain link or lattice or other similar open construction;

“owner” - means the registered owner, lessee, tenant, mortgagee in possess or the person in charge a parcel of land;

“officer” - means a Municipal By-Law Enforcement Officer or Provincial Offences Officer or a Police Officer or Chief Building Official, whose duties include the enforcement of this by-law;

“parcel of land” - means an area of land held in unity of ownership;

“person” - means an individual, firm, corporation, association, or partnership and includes an Owner;

“public authority” - means any Federal, Provincial, District or Municipal agencies, including local boards thereof, any Public Utility Commission including telephone, gas and hydro and all Boards of Education;

“residential property” - means a property that is used for residential purposes;

“sight triangle” - means a triangular area of visibility that is determined by measuring, from the point of intersection of two street lines of a corner lot a distance of 4.5 metres along each street line and joining such points with a straight line, or where the two street lines do not intersect at a point, the point where such street lines would intersect based on the projection of the street lines or the intersection of the tangents to the street lines. (See Diagram 1 — Schedule "A");

“street” - means a public highway or public road under the jurisdiction of the Corporation and which is presently open and maintained by the corporation on a year-round basis;

“street line” - means: the limit of the street and is the dividing line between a lot and a street;

“swimming pool” – means any outdoor structure, object or thing located on privately owned property that is intended to be used for swimming, wading, diving, bathing, soaking (including a hot tub) in which the depth of water at any point can exceed 0.6 metres (2 feet).

“temporary fence” - means: a fence erected or maintained for a defined and limited period of time and, in no case shall such duration exceed six months unless required to remain by law or by a public authority in the interests of safety;

“through lot” - means: a lot bounded on opposite sides by streets.

“uncontrolled intersection” means an intersection of two or more streets where no traffic lights or four-way stop signs are used to indicate the right-of-way;

“yard” - means any unoccupied space appurtenant to a building measured from the closest supporting structure of the building to the lot line. (See Diagram 2 —Schedule A);

“yard, front” - means a yard extending across the full width of the lot between the front lot line and the nearest part of any building or structure for which the yard is required;

“yard, rear” - means a yard extending across the full width of the lot between the rear lot line and the nearest wall of any building on the lot for which the yard is required;

“yard side” - means a yard extending from the front yard to the rear yard;

“zoning by-law” - means any by-law administered by the Town passed pursuant to section 34 of the Planning Act, R.S.O. 1990, c.P.13, or a predecessor or successor thereof, as may be amended from time to time.

SECTION 2 - GENERAL PROVISIONS

2.1 SHORT TITLE

This By-law shall be cited as the Fence By-Law.

2.2 SCOPE

Except where otherwise provided, the provisions of this By-law shall apply to all persons and property within the geographic limits of the Town of Fort Frances.

2.3 ENFORCEMENT

This By-law shall be enforced by a Municipal By-Law Enforcement Officer or Provincial Offences Officer or a Police Officer or Chief Building Official, whose duties include the enforcement of this by-law;

2.4 CONFLICTS WITH OTHER BY-LAWS

Where a provision of this By-law conflicts with a provision of another by-law in force in the Town, the provision that establishes the higher standard in terms of protecting the health, safety and welfare of the general public and the environmental wellbeing of the municipality, shall prevail to the extent of the conflict.

2.5 SEVERABILITY

Should any section of this by-law be declared by a Court of competent jurisdiction to be ultra vires or illegal for any reason, the remaining parts shall nevertheless remain valid and binding, and shall be read as if the offending section or part had been struck out.

SECTION 3 – FENCES – CONTRARY TO REGULATIONS

3.1 No person shall have, permit, construct, erect or maintain or cause to have permit, construct, erect, or maintain a fence within the Town of Fort Frances unless such fence is in compliance with this by-law, and/or any other by-law that may apply.

SECTION 4 – FENCES ON TOWN PROPERTY

4.1 No person shall have, permit, construct, erect, or maintain, or cause to have, permit, construct, erect, or maintain, a fence on property of The Corporation of the Town of Fort Frances, including any street, unless:

- a) written consent or authorization of the Corporation has been obtained;
- b) such fence conforms to the provisions of this by-law; and
- c) the person seeking to construct on Town property agrees, if required, to enter into an encroachment agreement with the Corporation to provide for the removal of same from the property as and when directed to do so.

SECTION 5 – GENERAL PROVISIONS – ALL FENCES

- 5.1 No fence shall be constructed, maintained or caused to be constructed or maintained such that it encroaches on or over a roadway or sidewalk or which adversely affects the safety of or constitutes an obstruction of view or impedes the passage of vehicular or pedestrian traffic
- 5.2 No fence shall be located or constructed so as to block access to a parking space as required by the Zoning By-Law unless such fence is constructed with a gate at least 2.59 metres (8.5 feet) wide giving access to such parking space.
- 5.3 Barbed wire and/or razor wire shall not be used on any residential property.
- 5.4 Notwithstanding the provisions of Section 7, barbed wire and/or razor wire may be used on residential or non-residential property as part of or in conjunction with any fence required by law for public safety or the protection of property, provided no barbed wire or razor wire is located less than 2.14 metres in height above the ground.
- 5.5 No fence may be electrified unless the land which it encloses is lawfully used for agricultural purposes or the containment of livestock.
- 5.6 Section 7 does not apply to fences used for agricultural purposes or the containment of livestock.
- 5.7 No fence shall be maintained or caused to be maintained in a damaged or un-repaired state or condition by reason of fire, decay or otherwise and all fences shall be constructed or caused to be constructed in a sound manner and shall be protected by paint, preservative or other suitable weather resistant material.
- 5.8 All fences including masonry, brick, stone and concrete, iron and metal bar and metal sheet fences shall be constructed and maintained in a manner to ensure safety and structural stability.
- 5.9 Fences constructed of chain link, shall:
 - a) be constructed of galvanized steel wire not less than 2.65 mm diameter (No. 12 gauge) or of minimum .89 mm diameter (No. 14 gauge) steel wire covered with vinyl or other approved coating forming a total thickness equivalent to 2.65 mm diameter (No. 12 gauge) galvanized wire; and
 - b) be supported by a minimum 38 mm diameter galvanized steel posts each securely embedded in concrete and spaced not more than 3.05 metres on centre. Horizontal top and

bottom rails shall be of 31 mm minimum diameter galvanized steel, except that a 6 mm diameter galvanized steel tension rod may be substituted for the bottom horizontal rail.

- 5.10 Fences constructed of wood shall be supported by a minimum 89 mm by 89 mm or 125 mm diameter posts each securely embedded and be spaced not more than 3.05 metres on centre. The portion below grade treated with a wood preservative. Horizontal top and bottom rails shall be of a minimum of 38 mm by 89 mm utility grade or better.
- 5.11 Where in order to make repairs, alterations or improvements to a fence, an owner of the fence is required to enter upon the adjoining land; before entering said land the owner shall advise the Town of Fort Frances of the need to make such entry. Prior to entry the Town of Fort Frances will advise the adjoining owner of the need for entry on his land. The owner of the fence shall ensure that the adjoining land is left in the same condition it was prior to such entry.
- 5.12 Where a fence is being erected between two lots, unless otherwise agreed between the owners of the said lots, the posts and structural members shall be located on the side of the fence facing the lot whose owner is erecting the fence.
- 5.13 A fence may be erected as a means of protection or as a means of landscaping along any lot line. Provided that if the fence is a hedge or grouping or thick growth of shrubs or trees acting as a continuous barrier, it shall be located a minimum of .6 metres from the lot line.

SECTION 6 – RESIDENTIAL PROPERTY SPECIFIC PROVISIONS

- 6.1 On a lot used for residential purposes no person shall have, permit construct, erect, or maintain, or cause to have, permit construct, erect, or maintain a fence
 - a) exceeding 1.22 metres in height within the front yard;
 - b) exceeding 1.83 metres in height within the rear or side yard, subject to the Sight Triangle provisions.
- 6.2 Notwithstanding section 6.1 fence height regulations shall not apply
 - a) where such residential property is abutting and such fence is contiguous to a non-residential property, but in no event shall such fence exceed a height of 2.75 metres;
 - b) where grade elevations of adjacent lots differ, that portion of any fence exceeding 1.83 metres in height as measured from the lower of the differing grades shall be constructed of chain link, lattice or similar open construction so as to provide a uniform direct passage of light and air.
 - c) where the grade contours within a lot make compliance with the fence height regulations in Section 11 impossible, a fence may exceed 1.22 metres in height in the front yard, or 1.83 metres in height elsewhere on the lot, provided that the average height of the fence over any 2.44 metre portion does not exceed the said fence height regulations.

SECTION 7 – NON-RESIDENTIAL PROPERTY SPECIFIC PROVISIONS

- 7.1 On a lot used for non-residential purposes, no person shall have, permit, construct, erect, or maintain, or cause to have, permit, construct, erect, or maintain a fence
 - a) exceeding 2.75 metres in height unless required by law or by a public authority in the interests of public safety to do so.
 - b) other than an unobstructed chain link fence having links of no less than 13.00 square centimeters and which does not otherwise exceed fence height requirements contained in

this by-law that exceeds 1.2 metres in height if such fence is located within the sight triangle.

- 7.2 Fences around tennis courts may be erected to a maximum height of 3.7 metres provided that
- a) the fence shall be constructed of chain link with adequate posts, support wires and bracing of a corrosion resistant or treated material; and
 - b) shall not be located closer than 0.6 metres to any lot line.

SECTION 8 – LINE FENCES ACT

8.1 The Line Fences Act shall not apply to any part of the Town of Fort Frances.

SECTION 9 – SAFETY

9.1 Notwithstanding any height restriction for fences in this by-law, the Corporation or any public authority with jurisdiction over a specific use or matter may, in writing, permit a fence to whatever height is necessary to ensure public safety.

9.2 Notwithstanding any of the provisions herein to the contrary, where, in the opinion of the Corporation, an obstruction exists that adversely affects the safety of vehicular or pedestrian traffic, the height restrictions of this by-law shall not apply.

SECTION 10 – SIGHT TRIANGLE

10.1 Notwithstanding any of the provisions herein to the contrary, where, in the opinion of the Corporation, an obstruction exists within the sight triangle, the height restrictions of this by-law shall not apply.

SECTION 11 – CALCULATION OF HEIGHT

11.1 For the purpose of this by-law, the height of any fence is calculated from the mean grade elevation of the ground at the lot lines to the highest point of the fence.

11.2 Where the level of ground is altered or the base on which the fence is situated is arranged for the purpose of raising a fence to a height which would otherwise have been unlawful, there shall be included in the calculation of the height of the fence the vertical measurement of the alteration or of the arrangement.

SECTION 12 – SWIMMING POOL FENCE PROVISIONS

12.1 Every owner of a swimming pool shall ensure that a fence is erected and maintained surrounding such pool and the fence shall:

- a) have a height of not less than 1.2 metres (4 feet) measured from ground level to the top of the fence where the pool is located;
- b) Be located at a distance of not less than 1.5 metres (5 feet) from the swimming pool;
- c) The bottom of all fences shall be at grade level.
- d) Be equipped with a gate that can be locked with a locking mechanism located on the pool side of the gate at least 1 metre (3.3 feet) above ground level and have no opening between the bottom of the gate and the ground at any point directly below the gate;

- e) Be built with materials and maintained in such a manner so as to prevent the climbing thereof;
- f) Where an owner is exempt from the requirement of a fence as a pool enclosure under section 16, ensure that every ladder or other stair assembly providing access to the pool is locked in a position so as to prevent entry to the pool at all times when the pool is not being used.
- g) Where an owner is exempt from the requirement of a fence as a pool enclosure for a hot tub under section 16, ensure that the hot tub is adequately secured by a cover and locked and in place over the tub at all times when the tub is not in use.

SECTION 13 – OFFENCE AND PENALTIES

13.1 Any person who contravenes, suffers or permits any act or thing to be done in contravention of, or neglects to do or refrains from doing anything required to be done pursuant to any provisions of this By-Law or any permit or order issued pursuant thereto, commits an offence and except where specifically set out in Schedule “B” attached to and forming part of this By-Law, shall be liable of a fine of not more than \$5,000 pursuant to the Provincial Offences Act, R.S.O., 1990, c. P.33, As amended. Where an offence is a continuing offence, each day that the offence is continued shall constitute a separate and distinct offence.

13.2 An Officer and/or anyone under the Officer’s direction may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether this by-law is being complied with.

13.3 No person, shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under this by-law.

13.4 For the purposes of an inspection, the Officer may:

- a) require the production for inspection of documents relevant to the inspection;
- b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- c) require information from any person concerning a matter related to the inspection; and,
- d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take photographs necessary for the purposes of the inspection.

SECTION 14 – REMEDIAL ACTIONS

14.1 Every person who has, erects, constructs, maintains, or permits to be erected, constructed or maintained, any fence that does not comply with the provisions of this by-law shall forthwith take any necessary action to ensure that the fence complies with the provisions of this by-law.

14.2 In default of the work required by this by-law not being done by the person directed or required to do it, the Town, in addition to any other remedies it may have, may do the work or cause the work to be done, at the person's expense, and may enter upon the land, at any reasonable time for this purpose.

14.3 The Town may recover the costs incurred by it in doing the work or causing it to be done from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes.

SECTION 15 – EXCEPTIONS

15.1 The provisions of this by-law shall not apply to the erection of fences, temporary or otherwise, erected in the interest of public safety as may be determined by the Officer.

15.2 Notwithstanding any other provision herein, a fence, which is constructed as a requirement of a registered agreement or agreements entered into with The Corporation of the Town of Fort Frances pursuant to the provisions of the Planning Act, as amended, or any plans approved by the Town, shall be deemed not to contravene the provisions of this by-law.

15.3 This By-Law does not apply to a public authority which erects or causes to erect a noise barrier along a street or erects or causes to erect any other type of fence along a street for the purposes of ensuring public safety, noise control, or any other similar purpose.

15.4 Notwithstanding the provisions of this by-law to the contrary, save and except for a fence which is located within a sight triangle, any fence that is in existence prior to the date of the enactment of this by-law, and in compliance with other applicable regulations, including the Town of Fort Frances by-laws, shall be deemed to comply with this by-law and may be maintained with the same material, height and dimension as previously existed.

SECTION 16 – EXEMPTION

16.1 In the case of an above-ground swimming pool, a fence is not required where ALL of the following criteria are met:

- a) The vertical sides of the pool and any deck or other assembly forming part of the pool are the same or greater in height than the minimum height of the fence height requirements for pools; and
- b) Such vertical sides and assemblies are constructed and maintained in such a manner to prevent the climbing thereof; and
- c) Any ladder or stair providing access to the swimming pool or to any deck or other assembly forming part of the swimming pool is hinged and constructed in such a manner as to be latched in an upright position and is lockable or is equipped with a roll-down ladder cover or similar device that is lockable, thereby preventing entry to the pool;
- d) In the case of a hot tub, a fence is not required where the hot tub is adequately secured by a cover equipped with a locking device.

16.2 Every application for an exemption shall be in writing and shall contain the following supporting documentation:

- a) Property survey or site plan;
- b) Specifications pertaining to the description of the fence;
- c) Specifications pertaining to the construction and installation of the fence; and
- d) The application fee (if applicable).

SECTION 17 - REPEAL

17.1 By-Law 40/17 and all amendments are hereby repealed.

This By-Law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 28th day of January 2019.

J. Caul, Mayor

E. Slomke, Clerk

SCHEDULE “A” – By-Law #

DIAGRAM 1 – SIGHT TRIANGLE

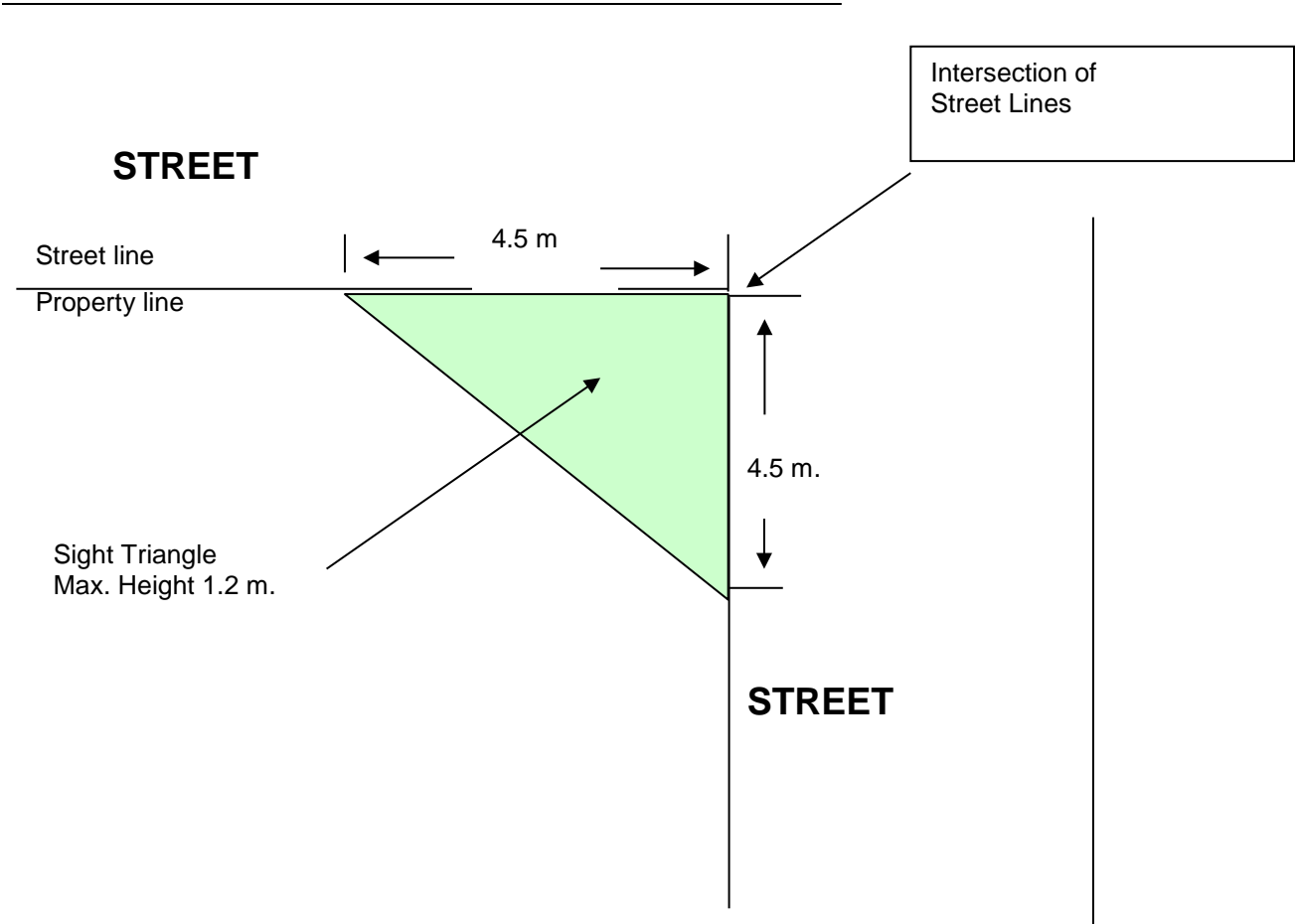
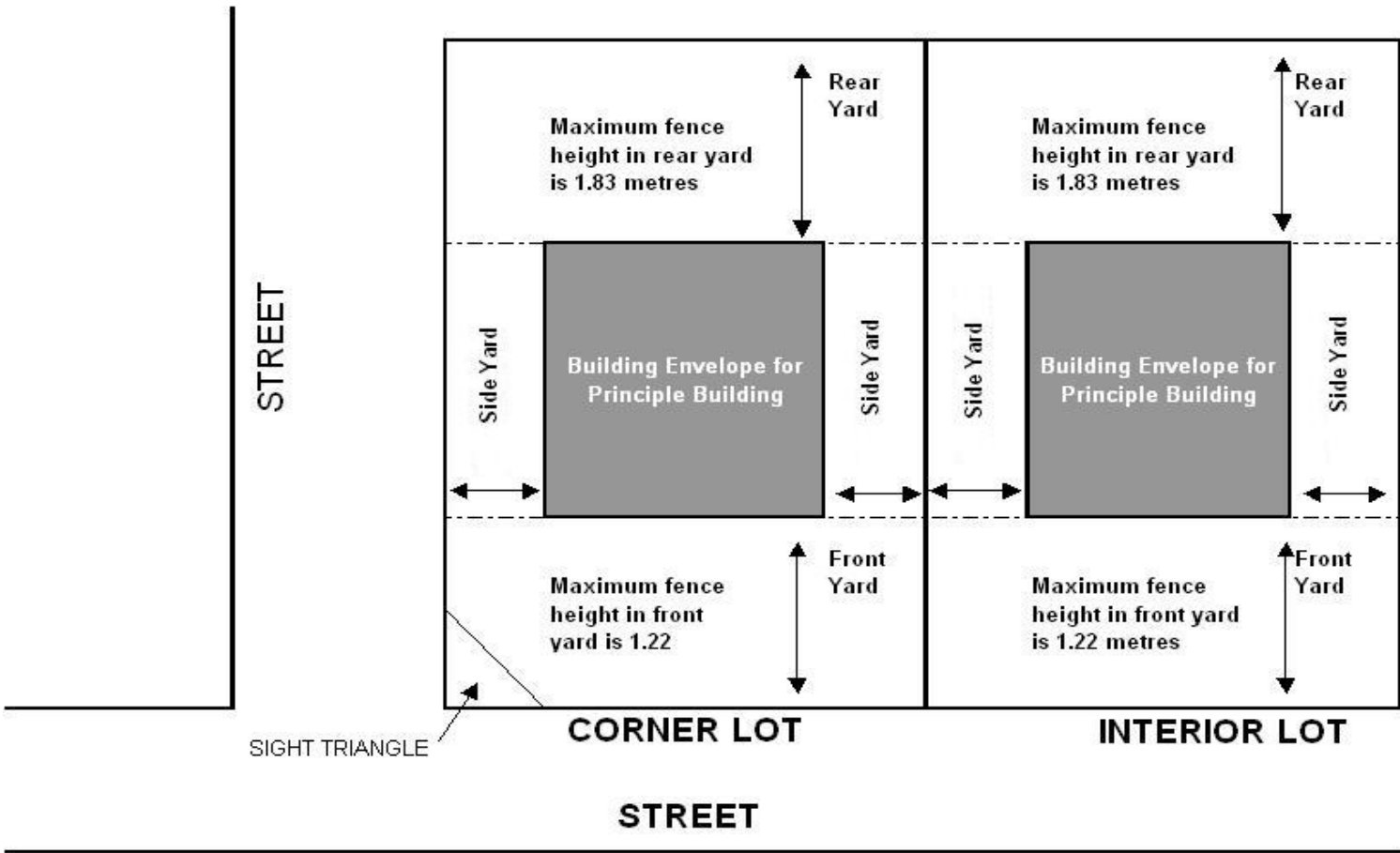


DIAGRAM 2 – RESIDENTIAL PROPERTIES - YARD



Schedule “B” By-Law #

Town of Fort Frances

Application for a Permit to Construct A Swimming Pool Fence

For use by Principal Authority	
Application number:	Permit number (if different):
Date received:	Roll number:

Application submitted Town of Fort Frances
(Name of municipality, upper-tier municipality, board of health or conservation authority)

A. Project information				
Building number, street name			Unit number	Lot/con.
Municipality	Postal code	Plan number/other description		
Project value est. \$		Area of work (m²)		
B. Applicant				
Applicant is: <input type="checkbox"/> Owner or <input type="checkbox"/> Authorized agent of owner				
Last name		First name	Corporation or partnership	
Street address			Unit number	Lot/con.
Municipality	Postal code	Province	E-mail	
Telephone number ()	Fax ()		Cell number ()	
C. Owner (if different from applicant)				
Last name		First name	Corporation or partnership	
Street address			Unit number	Lot/con.
Municipality	Postal code	Province	E-mail	
Telephone number ()	Fax ()		Cell number ()	
D. Builder				
Last name		First name	Corporation or partnership (if applicable)	
Street address			Unit number	Lot/con.
Municipality	Postal code	Province	E-mail	
Telephone number ()	Fax ()		Cell number ()	
E. Purpose of application				
<input type="checkbox"/> New Construction of a Swimming Pool Fence <input type="checkbox"/> Replacement of existing Swimming Pool Fence				
Type of Fence				
Description of Proposed Fence Work				
F. Attachments				
<div>i. Attach a site plan illustrating the dimensions of the parcel of land on which it is proposed to erect a swimming pool fence. Indicate the location and dimensions of all existing fences and buildings, and the dimensions of the proposed fence. Indicate the use of property (Zoning) and of adjoining properties, and the location of adjoining highways, roads and pedestrian sidewalks, etc.</div> <div>ii. Attach types and quantities of plans and specifications for the proposed construction that are prescribed by the Fence By-Law.</div>				
G. Declaration of applicant				
I _____ certify that: (print name)				
<div>1. The information contained in this application, attached schedules, attached plans and specifications, and other attached documentation is true to the best of my knowledge.</div> <div>2. If the owner is a corporation or partnership, I have the authority to bind the corporation or partnership.</div>				
_____ Date		_____ Signature of applicant		



Planning & Development Division
320 Portage Avenue
Fort Frances, ON P9A 3P9
(807) 274-5323

Roll No.

Date Issued: _____
DD/MM/YYYY

Issued to (Owner's Name):	Address:		
Contractor's Name:	Address:		
Description of Swimming Pool Fence to be Erected:			
Main Permitted Use of Building or Lot:			Zone:
Street & No.	On the		Side, Between
Lot No.	Plan No.	Value of Construction:	
		Permit Fee: \$	
NOTE:			
<p>The issuance of Permit to Construct a Swimming Pool Fence under the authority of this by-law does not relieve a person of the responsibility of complying with other agency requirements with respect to swimming pools or the construction of swimming pool fences.</p>			
REMARKS:			
<div> <div></div> <div></div> </div>			
Date		Issued By: T. Dennis, CBO/Planner	

Inspection of Swimming Pool Fence:

- ☒ **Approved**

Date Completed: _____

Inspector Signature: _____

- ## Requires Further Work

Description of Work to be Done:

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(Being a By-Law to authorize execution of a site plan control agreement as a condition of development with Minister of Government and Consumer Services - *The Planning Act*, Section 41)

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

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

AND WHEREAS Council of the Town of Fort Frances at its meeting held February 11, 2019 approved the report from T. Dennis, Chief Building Official / Municipal Planner, as supported by the Planning & Development Executive Committee, to designate property located at 901 Colonization Road as a Site Plan Control Area and further that a Site Plan Agreement be approved;

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

1. That lands municipally known as 901 Colonization Road, Fort Frances (48R-4489 Part 1; PT RIV R LOT 40 PCL 1701) is hereby designated a site plan control area and shall be regulated by this by-law and the requirements set out in Schedule 'A' attached hereto between The Minister of Government and Consumer Services and the Corporation of the Town of Fort Frances.
2. This by-law shall come into force and take effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 25th day of March 2019.

J. Caul, MAYOR

E. Slomke, CLERK

SITE PLAN AGREEMENT

THIS AGREEMENT made this 12 day of March 2019.

B E T W E E N:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
ONTARIO AS REPRESENTED BY THE
MINISTER OF GOVERNMENT AND
CONSUMER SERVICES
(the "Owner")**

- and -

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

WHEREAS:

- A. The Owner has represented to the Municipality that the Owner is the registered and beneficial owner of the lands and premises (the "Lands") legally described in **Schedule 1** hereto;
- B. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, a Ontario Provincial Police Detachment (herein sometimes referred to as the "Development" or "Proposed Development");
- C. By an application dated October 24, 2018, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- D. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- E. The Owner has submitted to the Municipality the Plans and Drawings (as "Plans and Drawings" are defined in paragraph 3 of this Agreement) in respect of such Proposed Development by the Owner of the Lands; and
- F. s. 41(10) of the Planning Act (as "Planning Act" is defined in paragraph 3 of this Agreement) (the "Planning Act") permits the registration of this Agreement against the Lands.

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

The Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as 901 Colonization Road West, more particularly described in **Schedule 1** attached hereto.

Schedules

- 2. The following Schedules are attached hereto and form part of this Agreement:
 - (a) **Schedule 1** being a description of the Lands affected by this Agreement;
 - (b) **Schedule 3** being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided;
 - (c) **Schedule 4** being a list of the Plans and Drawings (as "Plans and Drawings" are defined in paragraph 3 of this Agreement) as filed by the Owner with the Municipality as may be, with the approval of the Municipality, revised at any time and from time to time;

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Definitions

3. In this Agreement:

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

The Owner shall, further:

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

Terms and Conditions - General

4. The Owner:

- (a) covenants and agrees to develop the Lands and do, construct, and build all Works, whether internal or external to the Lands in strict compliance with the Plans and Drawings;
- (b) covenants, warrants, and represents, that the Plans and Drawings submitted to the Municipality have been prepared in a good and workmanlike manner, are accurate in all respects and comply with the requirements of all authorities having jurisdiction;
- (c) covenants and agrees that no work shall be undertaken or performed on, or external to, the Lands except in accordance with the terms of this Agreement;
- (d) acknowledges and agrees that compliance with all applicable laws and regulations applicable, including, without limitation, the Ontario Building Code and the regulations thereunder, and all other applicable laws and requirements of all authorities having jurisdiction, is mandatory;
- (e) covenants and agrees that, unless otherwise determined by the Municipality in its sole and unfettered discretion, neither the Owner nor any entity under the authority of the Owner shall be entitled to the issuance of one or more permits to construct or otherwise proceed with any Works or otherwise contemplated under this Agreement until this Agreement has been fully executed and registered on title to the Lands;
- (f) covenants and agrees that it will hold back in its payments to any contractor who

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may construct services, facilities, or Works or any part thereof, such amounts as may be required under the provisions of the Construction Lien Act. The Owner shall indemnify and save completely harmless the Municipality from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed, by the Owner, its agents and assigns, and any entity acting under the authority of the Owner, and, on demand by the Municipality, the Owner shall take such steps as may be necessary to immediately discharge all liens registered upon or against the Lands, the Works, or otherwise;

- (g) covenants and agrees to retain a professional engineer (the "Engineer") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare such design of grading, site and external servicing plans, municipal service connection designs, storm water management, and other reports as may be required by the Municipality to be submitted to the Municipality.

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

- (h) that the Municipality shall be entitled, in its sole and unfettered discretion and at the sole cost and expense of the Owner, to retain the services of an independent qualified engineer to review all documentation submitted to the Municipality by the Owner and to conduct necessary inspections and otherwise of and in respect of the Works; and
5. The Municipality may, by its agents, officers, employees, assigns, contractors, subcontractors, and other representatives and other Persons howsoever engaged by it, not less than 24 hours prior written notice to enter in and on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any Works required to be provided, constructed, or installed by the Owner comply with this Agreement.
 6. The Owner covenants and agrees as follows:
 - (a) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling any roads.
 - (b) Not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality unless such approach ramps and driveways are constructed and installed to the Municipality's specifications.
 - (c) To install curbing to the Municipality's specifications along the approach ramps between the property line and the street, and at all locations shown on the Plans and Drawings.
 - (d) To provide fire access route signs, to locate such number of fire hydrants and size of watermains as approved by the Municipality and to satisfy any and all requirements of the Municipality's Fire Chief or the Fire Chief's designate at the Owner's sole cost and expense.
 - (e) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services.
 - (f) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services.
 - (g) To pave with asphalt or concrete all parking, loading, and walkway areas on the Lands to the Municipality's requirements and specifications. No parking or loading zone shall be permitted on any of the Lands unless all areas for which parking and loading are permitted are paved. All handicapped parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality. All parking and loading areas shall be constructed and maintained to the Municipality's satisfaction.
 - (h) To design, install, and maintain, in accordance with the Plans and Drawings, light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.
 - (i) To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.
 - (j) Use commercially reasonable efforts to keep clean and prevent junk, garbage and refuse on the site. If the Owner fails to remove the aforesaid material within a period of 48 hours from the time of delivery of written notice to the Owner, the Municipality may enter the Lands and remove the said material and the Owner shall pay for all costs and expenses incurred by the Municipality and the Owner further agrees that the Municipality shall be entitled to charge same against, and

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take any such costs and expenses from, any Security.

- (k) To design, prior to construction, a waste management system for the collection, storage, and disposal of waste and recyclable materials, to implement such system and to maintain same following occupancy of the Proposed Development to the satisfaction of the Municipality.

The Municipality acknowledges and agrees that the Owner's obligation to obtain or grant any easements or rights of way is subject to the Owners acquisition and disposition process including, without limitation, the requirement to obtain all necessary government approvals. The Owner shall not be required to obtain or grant any easements or rights of way where such government approvals have not been granted or where the granting of such easements or right of way would materially impact the value or use of the property including any rights of ingress and egress.

- (l) To provide internal recycling and garbage areas sufficient to contain the required number of containers and materials.
- (m) To convey to the Municipality any easements or land (if any) required by the Municipality for the construction, maintenance and improvement of watercourses, ditches, and land drainage works, sewage facilities, and other public utilities.
- (n) To obtain written confirmation from the appropriate Persons that all utility requirements for the Lands (including but not limited to telephone, telecommunications, hydro-electric power, gas, and postal services), have been satisfactorily arranged and installed, that servicing for same will be provided without any expense, cost, or obligation on the part of the Municipality, and that all requisite documents and otherwise have been or will be provided to such Persons.
- (o) To design, obtain approval in respect of, construct, install, and maintain, in accordance with all design and approval requirements of all authorities having jurisdiction and the Plans and Drawings, proper water, sewer, and drainage, systems and facilities.
- (p) To implement and monitor on-site sediment and erosion control measures during construction of the Proposed Development, to the satisfaction of the Municipality and to allow the Municipality and its employees and agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices, and water and sewer management facilities.
- (q) To provide regular removal of snow from the site and that the parking spaces and landscaping areas will not be used for the stockpiling of snow.
- (r) To provide an environmental clearance certificate certified by a professional engineer or equivalent to the Municipality that all lands to be conveyed to the Municipality under this Agreement are environmentally suitable for their proposed use in accordance with any laws or guidelines from the Ministry of Environment or successor branch or agency (herein, "MOE").
- (s) to file with and provide to the Municipality, forthwith upon:
 - (i) completion of any buildings in or on the Lands, 2 complete hard copy sets of as built drawings for the buildings;
 - (ii) completion of any services, works, or facilities (including, without limitation, any utility infrastructure), 2 complete hard copy sets, and one complete electronic set, complete with UTM coordinates, of as built drawings for all such services, works, and facilities installed or constructed pursuant to and in accordance with this Agreement, and whether internal or external to the Lands; and
 - (iii) completion of the Proposed Development, 2 copies of survey and survey/real property reports prepared by and Ontario Land Surveyor complete with UTM coordinates;
- (t) To provide, during all hours of construction, competent on-site supervision of all Works required to be done on all public and private lands and building or other construction to be undertaken in or on the Lands.
- (u) To erect proper gates, signs, and protections surrounding or in respect of the Works and any construction on the Lands and to maintain same until final completion of construction.
- (v) That no antennae or associated equipment will be permitted on the roof and that all roof-top equipment shall be adequately screened from view to the satisfaction of the Municipality.
- (w) To ensure to get locates, and to verify the location of all existing and proposed utility infrastructure (including, without limitation, infrastructure relating to sewer, water, natural gas, hydro, cable, and other utilities), and whether such utility infrastructure is internal or external to the Lands, before commencing any digging

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or construction. The Owner shall be solely responsible for and pay all costs and expenses associated with any damage to any utility infrastructure and the relocation of any and all utilities as may be required. In the event of damage to any utility infrastructure by the Owner or its agents, assigns, employees, contractors, subcontractors, or other representatives or Persons howsoever engaged, or relocation of any utility infrastructure is, in the Municipality's sole discretion, required, the Municipality shall, in addition, without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to require the Owner to comply with the terms of this Agreement and draw on, and utilize, the Security as the Municipality deems fit to pay for any and all costs, expenses, and damage, and costs of relocation, from the proceeds so drawn.

- (x) To make all necessary arrangements and to be solely responsible for the costs and expenses of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the Works or otherwise required under this Agreement.
 - (y) To comply with all provisions of the Municipality's noise by-law.
 - (z) To provide the opportunity for ongoing and final site/Works inspection, monitoring, and testing (including, without limitation, prior to and during construction and material delivery, testing, or compaction) as required by the Municipality.
7. The Owner covenants and agrees to provide, arrange for, construct, install, and pay for all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement to the satisfaction of all authorities having jurisdiction, and in accordance with all municipal requirements and specifications, and in a good and workmanlike manner.

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

- (a) require the Owner to comply with the terms of this Agreement; and
 - (b) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and maintain any and all such Works)
8. Notwithstanding any review (if any) or otherwise by the Municipality of the Plans and Drawings, and anything contained in this Agreement or otherwise, it is and shall throughout be and at all times remain the responsibility and liability of the Owner to ensure that all Plans and Drawings and any other documents provided by the Owner to the Municipality are accurate in all respects and comply with all provisions of the building or zoning or other by-laws of the Municipality and laws, regulations, and requirements of all authorities having jurisdiction.

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

Terms and Conditions - Other

9. The Owner acknowledges and confirms that, to the best of their knowledge and belief, there are no conditions known to them or any of them of or relating to the Lands (whether or not objected to by any authority with jurisdiction with respect to the same) which would adversely interfere with or derogate from, the uses to which Lands are presently put or the uses to which the Owner proposes to put the Lands, including, without limitation, the existence of any environmental hazard or other substance, material or contaminant of the soil or groundwater or any constituent element thereof causing or which would cause environmental contamination or concern.
10. (a) The Owner covenants and agrees to provide, arrange for, construct, install, and pay for the following Works external to the Lands, namely:
- (i) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, facilities, and otherwise, dug up or damaged during or as a result of the construction or execution of the Proposed Development; and
 - (ii) any and all Works shown on or spoken to in the Plans and Drawings as being external to the Lands, including, without limitation:
 - (A) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands;

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- (B) concrete driveway approaches as shown on the Plans and Drawings; and
 - (C) hydro-electric power, gas, telephone, and other public utility requirements for the Proposed Development.
- (b) The Owner acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction, and installation of such Works and that the Proposed Development proposed hereunder could not be accommodated without the existence of such Works.
- (c) The Owner covenants and agrees to construct or install all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement to the satisfaction of the Municipality and any other authority having jurisdiction, and in accordance with all municipal specifications, and in a good and workmanlike manner. The Owner guarantees the workmanship and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred to as the "Guarantee and Maintenance Period") of one (1) year from the date of certification by the Municipality of completion thereof. The Owner covenants and agrees that it shall promptly and properly repair all defects in any and all such external Works to the complete satisfaction of the Municipality.

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

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

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

Financial Conditions, Security, and Insurance

12. The Owner covenants and agrees to:

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

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- (d) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, or thing, the Municipality shall be entitled to (in addition and without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity), without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding work, matters, and things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- (e) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the Letter of Credit to complete any Works, matter, or thing required to be done, observed, or performed by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything contained in this Agreement, in the event that the Municipality determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any Works, matter, or thing remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, the Municipality:
 - (i) shall not be obligated to reduce the Letter of Credit until such time as such Work, matter, or thing is satisfactorily completed or the Municipality has sufficient Letter of Credit to ensure that such work, matter, and thing will be completed; and
 - (ii) may request additional letters of credit for such additional amounts as the Municipality determines is necessary to fully secure the completion of any Works, matter, or thing to be or remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, and the Owner shall and does hereby agree to provide same within 30 days of demand by the Municipality therefor.

Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer of the Municipality cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Municipality as security to be utilized in a like manner as the letters of credit referred to above and otherwise as required or permitted by this Agreement, provided that no interest shall be payable on any such deposit.

Notwithstanding anything contained in this Agreement, it is understood and agreed by the Parties that, except as may be otherwise permitted by the Chief Building Official of the Municipality in writing, the Owner shall not commence, undertake, engage in, or continue the Works nor any part of them without first having provided to the Municipality security satisfactory to the Municipality.

The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any Letter of Credit until the new owner files with the Municipality a substitute Letter of Credit or such other Security as may be permitted in the required amounts.

14. The Owner will cause its Service Provider to provide Municipality with a certificate of a commercial general liability policy form and on terms of satisfactory to the Municipality acting reasonably in the amount of not less than five million dollars (\$5 000 000.00) naming the Municipality as an addition insured, providing coverage for bodily injury, death damage to al or personal property, and environmental liability; providing at least 30 days' notice to the Municipality in the event of cancellation or adverse material change in the policy.

Administration

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

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

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

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

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Attention: Clerk

Facsimile: 807.274.8479

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

- (c) Any notice so given shall be deemed conclusively to have been given and received when so delivered personally or via facsimile, or on the third day following the sending thereof by mail. Any party hereto may change any particulars of its address for notice by notice to other party in the manner aforesaid.
16. The Owner hereby agrees that this Agreement, together with any schedules thereto, shall be registered upon title to the Lands at the sole cost and expense of the Owner. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to the application and this Agreement.
 17. The Owner covenants and agrees, at its own expense, to obtain and register such documentation (collectively, the "Subordination and Postponement Documentation") from its mortgagees, lessees, and encumbrancers and other Persons interested therein or with respect thereto as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality in order to ensure that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee, lessees, and encumbrancers and other Persons interested therein their interest in the Lands. The Subordination and Postponement Documentation shall be registered on title to the lands immediately after the registration of this Agreement.
 18. The Owner acknowledges that the Municipality, in addition to any other remedies it may have at law or equity, shall also be entitled to enforce this Agreement in accordance with s. 446 and any other applicable provisions of the Municipal Act.
 19. Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices, or other policies or laws and regulations established by any other authority having jurisdiction.
 20. If the Proposed Development governed by this Agreement is not commenced within 1 year from the date of the execution of this Agreement, the Municipality may, at its sole option and on 60 days notice to the Owner, declare this Agreement null and void and of no further force and effect. Under no circumstances shall the Municipality be obligated to refund any fees, levies, or other charges paid by the Owner pursuant to this Agreement.
 21.
 - (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
 - (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
 - (c) Every provision of this Agreement by which the Owner is obligated in any way shall be, unless otherwise specifically stated, deemed to include the words "at the sole cost and expense of the Owner" including the payment of any applicable taxes (including, without limitation, HST).
 - (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted or consolidated from time to time and any successor legislation thereto.
 - (e) All obligations herein contained to be performed and observed on the part of the Owner shall, although not expressed to be covenants, be deemed to be covenants.
 - (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
 - (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
 - (h) The Owner shall execute any further and other documents and do such further and other things as may be required or desirable to give effect to this Agreement.

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22. Neither this Agreement nor any interest therein nor any rights under it shall be assigned or otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality, such consent not be unreasonable withheld, conditioned or delayed.
23. If the Owner is constituted by or of more than one Person, their obligations hereunder shall be joint and several.
24. The Owner agrees to do such further and other things and sign any further documents necessary or desirable to give effect to this Agreement.
25. The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect the Municipality's right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights to enforce this Agreement in such manner as it deems fit.
26. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
27. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to any and all remedies arising from it, notwithstanding any provision in s.41 of the Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
28. The Owner understands and agrees that this Agreement and any materials or information provided to the Municipality may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act* or as otherwise required by law.

The Municipality acknowledges that this Agreement and any information contained herein, may be required to be released pursuant to the provisions of the Freedom of Information and Protection of Privacy Act, R.S.O 1990, c.F.31 and open data directives as amended. This acknowledgement shall not be constructed as a waiver of any right to object to the release of this Agreement of any information or documents.
29. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
30. This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatory to the same counterpart.
31. This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto and their successors and assigns.
32. Notwithstanding sections 12, 13, 24, Schedule , and Schedule 6 or any reference to Security, cash deposit, letter of credit or similar references for as long as the Owner is Her Majesty the Queen in Right of Ontario as represented by a Minister of the Crown or its agents, to the extent any provision requires the provision of insurance or financial security to secure performance of any work or matter including the filing of letters credit or provides for the payment of interest, management fee or administrative cost or requires an indemnity such obligation shall not apply to the Owner.

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE
MINISTER OF GOVERNMENT AND CONSUMER SERVICES
AS REPRESENTED BY
ONTARIO INFRASTRUCTURE AND LANDS CORPORATION**

per 
Name: David Macey
Title: VP, Portfolio Planning & Development

I have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: J. Caul,
Title: Mayor

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

We have authority to bind the Municipality

Schedule 1

Legal Description of Lands

48R-4489 PART 1; PT RIV R LOT 40 PCL 1701

-14-

Schedule 3

Schedule of Financial Obligations of the Owner

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

List of Plans and Drawings
(Appendix 'A')

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

Submitted building permit application for the project at 48R-4489 PART 1; PT RIV R LOT 40 PCL 1701, lists drawings on cover sheet D8-A00-01. Architect Frank R. Panici is listed with license #5290 on the cover sheet.

Drawing include Civil, Architectural, Structural, Mechanical and Electrical.

Reference shall be made to cover sheet D8-A00-01 for this site plan control agreement.

THE CORPORATION OF TOWN OF FORT FRANCES
BY-LAW NO. 03/14 – L

(Being a By-Law to amend Zoning By-Law #03/14, as amended – 737 Scott Street)

WHEREAS an application has been received from Rainy River District Social Services Administrative Board, to have the zoning designation changed at 737 Scott Street, Fort Frances, Ontario, PALB E PT LOT 403 E PT LOT;404 PCL 12607 10385 (“the site”) to permit the proposed use of, Commercial (C2) zoning designation.

AND WHEREAS the zoning designation at 737 Scott Street change from Residential R2 to Commercial C2.

AND WHEREAS March 11, 2019 Council received a report from Tyson Dennis, Chief Building Official / Municipal Planner, to allow the application for a site-specific zoning change from Residential to Commercial at this site, to be accepted and final approval of a zoning amendment By-Law be brought to Council for final reading.

NOW THEREFORE the Council of the Municipality **HEREBY ENACTS** as follows:

- 1 The site-specific Zoning By-Law Amendment changing the zoning designation from Residential to Commercial for the purpose of parking and storage, to be an allowed use at 737 Scott Street Fort Frances, Ontario.

- 2 That this By-Law shall come into force and take effect upon the final passing thereof as provided in The Planning Act c. 13, R.S.O. 1990, as amended, and thereupon shall be effective from the date of its passing.

READ THREE TIMES AND FINALLY PASSED in open Council this 25th day of March 2019.

J. Caul, Mayor

E. Slomke, Clerk

THE CORPORATION OF TOWN OF FORT FRANCES
BY-LAW NO. 03/14 – M

(Being a By-Law to amend Zoning By-Law #03/14, as amended – 520 Scott Street)

WHEREAS an application has been received from Rosengarten Holdings Inc., to have the zoning designation changed at 520 Scott Street, Fort Frances, Ontario, PLAN SM 105 PT LOTS 3,4, & 5; PCL 3-2 & 3-3 (PCL_12738;PCL_12503); (“the site”) to permit the proposed use of, Residential (R2) zoning designation.

AND WHEREAS the zoning designation at 520 Scott Street change from Commercial C2 to Residential R2.

AND WHEREAS March 11, 2019 Council received a report from Tyson Dennis, Chief Building Official / Municipal Planner, to allow the application for a site-specific zoning change from Commercial to Residential at this site, to be accepted and final approval of a zoning amendment By-Law be brought to Council for final reading.

NOW THEREFORE the Council of the Municipality **HEREBY ENACTS** as follows:

- 1 The site-specific Zoning By-Law Amendment changing the zoning designation from Commercial to Residential R2 for the purpose of residential zoning, to be an allowed use at 520 Scott Street Fort Frances, Ontario.

- 2 That this By-Law shall come into force and take effect upon the final passing thereof as provided in The Planning Act c. 13, R.S.O. 1990, as amended, and thereupon shall be effective from the date of its passing.

READ THREE TIMES AND FINALLY PASSED in open Council this 25th day of March 2019.

J. Caul, Mayor

E. Slomke, Clerk

THE CORPORATION OF TOWN OF FORT FRANCES
(the “Municipality”)

BY-LAW NO. 63/11 - B

(Being a By-Law to amend the Official Plan-2011, as amended – Section 4.2.2)

WHEREAS Rosenharten Holdings Inc. is the registered and beneficial owner (the “Owner”) of the property (the “Property”) municipally known as 520 Scott Street, Fort Frances, Ontario, and legally described as; PLAN SM 105 PT LOTS 3,4, & 5; PCL 3-2 & 3-3 (PCL_12738; PCL_12503);

AND WHEREAS the Property’s current land use designation is Employment Area;

AND WHEREAS Rosengarten Holdings Inc. has, submitted an application (the “Application”) to amend the Municipality’s Official Plan – 2011, as amended (the “Official Plan”) to change land use designation of and for, and site specific to, the Property to Living Area in order to permit the use of the Property as residential rental units;

AND WHEREAS the Municipality deems it desirable to amend the Official Plan to change the land use designation of and for, and site specific to, the Property to Living Area.

NOW THEREFORE the Council of the Municipality hereby enacts as follows:

1. That the Municipality’s Official Plan be further amended by changing the land use designation of and for, and site specific to, the Property, from Employment Area to Living Area, and that Schedule ‘A’ to the Official Plan (Land Use Plan) and any other schedules (if any) to the Official Plan affected by such amendment shall be, and are hereby deemed to be amended accordingly.
2. That the Municipality’s Zoning By-law 03/14, as amended (the “Zoning By-law”), be further amended to ensure that, with respect to the Property, the Zoning By-law is in conformity with the Official Plan as amended by this By-law.
3. That this By-Law shall come into force and take effect on the day it is passed by Council, subject to the provisions of the Planning Act, R.S.O. 1990, as amended.

ENACTED AND PASSED this 25th day of March 2019.

J. Caul, Mayor

E. Slomke, Town Clerk

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(Being a by-law to approve an Agreement with Rainy River Future Development Corporation to be the designated partner for tourism development in regards to a portion of the Municipal Accommodation Tax)

WHEREAS on March 11, 2019, Council approved a report from T. Drysdale, Economic Development Consultant as supported by the Economic Development Advisory Committee to enter into an agreement with RRFDC to be the designated partner for tourism development as it relates to a portion of the Municipal Accommodation Tax;

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

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

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

READ THREE TIMES and finally passed in open Council this 25th day of March 2019.

J. Caul, Mayor

E. Slomke, Clerk

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 Towns 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)



Strategic Plan Launch

March 30, 2019 at 6PM

Join us as we launch our new path forward!
Refreshments provided



**FORT
FRANCES
PUBLIC LIBRARY
TECHNOLOGY CENTRE**

Fort Frances Public Library Technology Centre

601 Reid Avenue

Fort Frances, Ontario P9A 0A2 | (807) 274-9879

ffpltc.ca



Ministry of Natural
Resources and Forestry

Ministère des Richesses
naturelles et des Forêts

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

March 6, 2019

Dear Sir or Madam,

INSPECTION of APPROVED 2019 – 2020 ANNUAL WORK SCHEDULE - CROSSROUTE FOREST

The **Fort Frances District** of the Ontario **Ministry of Natural Resources and Forestry (MNRF)** has reviewed and approved **Resolute FP Inc.'s** April 1, 2019 – March 31, 2020 Annual Work Schedule (AWS) for the **Crossroute Forest**.

Availability

The AWS will be available for public inspection at the Resolute FP Inc. office and the MNRF public website at ontario.ca/forestplans beginning **March 16th, 2019** and throughout the one year duration. Ontario Government Information Centres in Atikokan and Rainy River provide access to the internet.

Scheduled Forest Management Operations

The AWS describes forest management activities such as road construction, maintenance and decommissioning, forestry aggregate pits, harvest, site preparation, tree planting and tending that are scheduled to occur during the year.

Tree Planting and Fuelwood

Resolute FP Inc. is responsible for tree planting on the Crossroute Forest. Please contact Resolute FP Inc. below for information regarding tree planting job opportunities.

For information on the locations and license requirements for obtaining fuelwood for personal use, please contact the Fort Frances District or Atikokan Area Offices at the addresses noted below. For commercial fuel wood opportunities; please contact Resolute FP Inc. below.

More Information

For more information on the AWS or to arrange an appointment with MNRF staff to discuss the AWS or to request an AWS operations summary map, please contact:

<u>Philip Cooze</u> Ministry of Natural Resources & Forestry 922 Scott Street Fort Frances, ON P9A 1J4 (807) 274-8639	<u>Renee Perry</u> Ministry of Natural Resources & Forestry 108 Saturn Ave Atikokan, ON POT 1CO (807) 597-5010	<u>Beau Johnson</u> Resolute Forest Products 2001 Neebing Ave. Thunder Bay, ON P7E 6S3 (807) 475-2030
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Sincerely,



Greg Chapman
District Manager
Fort Frances District

Office Hours 8:30 – 5:00 Monday to Friday
Closed 12:00 – 1:00

CITY OF QUINTE WEST

*Office of the Mayor
Jim Harrison*



**P.O. Box 490
Trenton, Ontario, K8V 5R6**

**TEL: (613) 392-2841
FAX: (613) 392-5608**

March 8, 2019

Via Email

RE: Resolution – Bottled Water

Dear: Government Organizations,

Please be advised that the Council for the Corporation of the City of Quinte West passed the following resolution at its meeting held on March 4, 2019:

Motion No. 19-058 – Notice of Motion – Councillor Cassidy

Moved by Cassidy

Seconded by Kuntze

Whereas water is essential for human life to exist on earth, and access to clean drinkable water should be a basic human right, and water has been commodified by the sale of bottled water;

And Whereas Canada is a participant to the Paris Agreement on Climate Change;

And Whereas the United Nations has called on all countries to reduce green house gas emissions;

And Whereas single use plastics are significant items of unnecessary waste that damage our environment;

And Whereas Canada as a country and all of the provinces and territories are not likely to reach our targets to reduce green house gas emissions by 2030;

And Whereas many scientists and environmental advocates are asking us to end the fossil fuel based economy as soon as possible;

And Whereas the City of Quinte West has undertaken initiatives to limit the use of bottled water and promote the use of municipal drinking water in recent years;

Be it resolved that the City of Quinte West will undertake a review/audit in 2019 of the City facilities to identify areas where the use of municipal water can be further optimized and the use of bottled water can be reduced or eliminated wherever possible;

2

And further that a policy be developed to promote the use of municipal drinking water in the City;

And further be it resolved that the City of Quinte West will encourage our immediate neighbours to do the same;

And further be it resolved that the City of Quinte West will forward this motion as an aspirational objective to the following partners: All municipalities in Ontario, AMO, all other similar provincial and territorial organizations in Canada, all Premiers and the Prime Minister and the leaders of all Provincial and Federal Parties in Canada with the request that they enact legislation to do the same.

Carried

We hope that you will take such actions into consideration within your own organization in an effort to reduce bottled water usage and promote the use of municipal water.

Yours Truly,

CITY OF QUINTE WEST

A handwritten signature in black ink, appearing to read "Jim Harrison", with a large, sweeping flourish at the end.

Jim Harrison,
Mayor

TOWN OF FORT FRANCESMINUTESSESSION NO. #004February 20, 2019

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on February 20, 2019 from 8:30 a.m. to 9:31 a.m.

PRESENT: Chairperson R. Wiedenhoeft - Councillor, M. Behan - Councillor, J. McTaggart - Councillor, Doug Brown, CAO and Travis Rob.

ALSO PRESENT: Mayor June Caul

1 Call to Order

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

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting of this committee on February 6th, 2019 the minutes were approved as circulated.

4 Non-agenda Items

4.1 None

5 New Business

5.1 Report No. 3 - Establishing 2019 Water and Sewer Rates - Scenario No. 2 was recommended as presented.

5.2 Renewal of Bearskin Annual Lease - the Bearskin lease was renewed as recommended.

6 Information

6.1 Aircraft Statistics as of February 15, 2019 - the statistics were reviewed and will be forwarded to Council as information only. No action required.

6.2 Tonnage at the Landfill Site - the Landfill Statistics were reviewed and will be

forwarded to Council as information only. No action required.

7 Adjourn / Next Meeting Date

7.1 Meeting adjourned at 9:31 a.m. Next meeting scheduled for March 20, 2019.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 6

March 5, 2019

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on March 5, 2019 from 11:55 a.m. to 12:10 p.m.

PRESENT: Chairperson W. Brunetta, Councillor A. Hallikas, Mayor J. Caul

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, E. Slomke, Clerk T. Moffit, Fire Chief/CEMC, K. Lawson, Deputy Clerk

REGRETS: Councillor D. Judson

1. **Call to Order 11:55 a.m.**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting. - None identified**
3. **Disclosure of pecuniary interest and the general nature thereof - none identified.**
4. **Approval of Previous Committee Minutes**
 - 4.1 Session No. 5 dated February 19, 2019.

Hallikas-Caul: Approved as presented.
5. **In-Camera - no items identified**
6. **Items Referred from Council**
 - 6.1 Clerk's verbal update - Town of Mono resolution - Inadequacy of the Municipal Election List.

- E. Slomke, Clerk was in attendance to provide additional information. Committee recommended supporting the resolution as passed from the Town of Mono.
7. **New Business**
 - 7.1 Municipal Accommodation Tax Software Upgrade or Purchase Grant.

- committee recommended approval of the Municipal Accommodation Tax grants for the providers in the amount of \$3,071.98 as laid out in the report.
 - 7.2 Agreement with Kenora Central Ambulance Communications Centre.

- committee recommended approving an agreement to extend an agreement 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. During this period further investigation will be completed to explore other fire dispatch options.
8. **Non-agenda Items - None identified.**
9. **Adjourn 12:10 p.m. / Next Meeting Date - March 19, 2019**

CARRIED

Executive Committee Chairperson

D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #5March 4, 2019

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on March 4, 2019 from 8:00 a.m. to 8:39 a.m.

PRESENT: J. McTaggart - Chairperson, W. Brunetta - Councillor, Mayor J. Caul (ex-officio)

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

1. Call to Order - 0800am

Session #5

2. Disclosure of pecuniary interest and the general nature thereof

None.

3. Approval of Previous Committee Minutes

3.1 Approval of Previous Committee Minutes.

- Approved as Presented.

Moved by: Councillor Brunetta

Seconded by: Mayor Caul

Carried

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

None.

5. In-Camera

None.

6. Items Referred from Council

6.1 Letter from R. Van Drunen re: Noise By-Law.

- Still awaiting comment from OPP.

6.2 Gillons Letter.

- After review of the request letter, a discussion was had on this item and 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 break down to a cost of \$3.00/day. Which is less than the \$4.00/day daily rate.

7. New Business

7.1 Re-Zoning Application for 737 Scott Street.

- After a review of the report, applications and drawings for this request. The Planning & Development Executive Committee is recommending that Council approve the request as presented.

7.2 Site Specific Official Plan Amendment and Zoning application for 520 Scott Street.

- After a review of the report, applications and drawings for this request. The Planning & Development Executive Committee is recommending that Council approve the request

as presented.

8. Outstanding Items

- 8.1 Proposed Draft Smoking By-Law.
- Still awaiting comment from OPP.

9. Information

None.

10. Non-agenda Items

None.

11. Adjourn / Next Meeting Date - 0839am

Monday March 18th, 2019.

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

TOWN OF FORT FRANCES
Fort Frances Municipal Non-Profit Housing
Annual General Meeting

MINUTESSESSION NO. # 4December 13, 2018

The meeting of Fort Frances Municipal Non-Profit Housing Corporation of the Town of Fort Frances was held in the Committee Room, Civic Centre on December 13, 2018 from 12:00 Noon to 12:38 p.m.

PRESENT: C. Mallory, Chair; G. McBride, Councillor W. Brunetta, Councillor A. Hallikas, L. Slomke, Board Treasurer

ALSO PRESENT: S. Weir, Integrated Services Manager, RRDSSAB, F. Sinninghe, Financial Analyst, RRDSSAB, K. Lawson, Board Secretary

REGRETS: D. McTaggart

1. Call to Order 12:00 Noon

2. Non-agenda Committee items which because of urgency cannot be deferred to a subsequent meeting, identified to be considered later in the meeting. - None identified.

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

4. ADOPTION OF AGENDA

4.1 Annual General Meeting Agenda dated December 13, 2018.

21/18 Hallikas-Brunetta THAT the December 13th, 2018 Annual General Meeting agenda as prepared be approved.

CARRIED

5. Approval of Previous Minutes

5.1 Session No. 3 dated September 27, 2018.

22/18 Hallikas-Brunetta: THAT the minutes of the regular meeting dated September 27, 2018 be approved as distributed.

CARRIED

6. Items Referred

6.1 Issue Sheet - Investment Portfolio Rebalance - November 2018.

23/18 Brunetta-Hallikas: THAT the Issue Sheet dated November 2018 re: Investment Portfolio Rebalance from Wendy Tillbury, Finance Supervisor, RRDSSAB be received and the recommendation for the Fort Frances Municipal Non Profit Housing Corporation's rebalance of their investment asset mix as laid out in the report be approved.

CARRIED

7. New Business

7.1 Current 3rd Quarter Financial Statements:

i) September 2018 Fort Frances Municipal Non-Profit Housing Corporation Income Statement;

ii) Receivable Aging Report by Property as at September 30, 2018.

and

i) October 2018 Fort Frances Municipal Non-Profit Housing Corporation Income

Statement;

ii) Receivable Aging Report by Property as at October 31, 2018

- 24/18 Hallikas-Brunetta: THAT the financial statements for the months dated September 30th, 2018 and October 31st, 2018 be approved as presented by Rainy River District Social Services Administration Board.

CARRIED

- 7.2 2019 Draft Capital Budget (to be distributed). Sandra provided an overview of the budget document.

- 25/18 Brunetta-Hallikas: THAT the 2019 Draft Capital Budget as prepared and distributed by the RRDSSAB be approved.

CARRIED

- 7.3 2019 Draft Capital Repairs (to be distributed). Sandra provided an overview of the budget document.

- 26/18 Hallikas-McBride: THAT the 2019 Draft Capital Repairs Report as prepared and distributed by RRDSSAB be approved.

CARRIED

- 7.4 Mortgage Renewal (2019) - No documents have been received to date. Sandra and Fred will follow up. As the time line is drawing close, it may be necessary to have verbal approval to sign the mortgage documents once reviewed by RRDSSAB Treasury and follow up with a housekeeping resolution.

- 7.5 Appointment of Auditors for Current Year.

- 27/18 Hallikas-McBride: THAT the Board of the Fort Frances Municipal Non-Profit Housing Corporation appoint BDO Canada LLP as auditors for the year ended 2018.

CARRIED

- 7.6 Appointment of Officers for Ensuing Year.

- 1) President
- 2) Vice President
- 3) Treasurer
- 4) Secretary

- 28/18 Brunetta-McBride: THAT the following board members of the Fort Frances Municipal Non-Profit Housing Corporation be appointed as officers for 2018:

President: Gordon McBride
 Vice President: Charleen Mallory
 Treasurer: Lisa Slomke
 Secretary: Kathy Lawson

CARRIED

8. Standing Items

- 8.1 Agenda Template. - reviewed.

9. Non-agenda Items - none identified.

10. Adjourn / Next Meeting Date - March 14, 2019

President / Chairperson

Secretary

Downtown BIA – AGM & Board of Management Meeting
Wednesday, 13 February, 2019 @ 8 a.m.

RRFDC Office

Page 1 of 3

**DRAFT MINUTES – motion required to
 approve**

Doug Cuthbertson – Chair Northwoods	P	Chamber of Commerce Representative Jennifer Soderholm	A
Ed Gackley Flinthouse	P	RRFDC – Geoff Gillon	A
Shelley Wepruk Secretary	P	Doug Judson – Town Councilor Town of Fort Frances	P
Pam Williams (Guest) 4 Your Pets	P	Jennifer Horton Curvey Chick	A
Katie Trimble B93	p		
Pat Gartshore Gartch's International Pub	P		
Natalie Donaldson Bettys	A		
Kelie Wearhouse One (Guest)			



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

Doug Cuthbertson opened the meeting. The meeting was called to order at 8:04 am. The Agenda and minutes were circulated to the members for review. Members were asked for any agenda additions or conflicts of interest, none were noted. The board welcomed Katie to our meeting

2. Approval of Minutes

B.I.A Board of Management Meeting – 13 February 2019

Copies of the minutes from the 16 January 2019 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 Ed Gackley/Pat Gartshore

TO accept the minutes presented of 16 January, 2019

Also to ratify all motions made on that date.

No against or abstentions

CARRIED

3. Accounts Payable & Financial Report

Motion #2 – No Accounts at this time

No against or abstentions

CARRIED

Board of Management Meeting –16 January 2019

Page 1 of 3

4. New Business

1. Doug J. explained the criteria for being a board member. At the present time you must be a property owner to be elected to the board.
2. Doug C. explained to the guests the function and purpose of the B.I.A.

5. Additions to Agenda

1. Break and Enter thefts on Scott Street
2. Resolute

6. Business Arising from the Minutes

Finance and Administration Committee

1. No Report. Ed now has our finances. He will be forwarding on to Doug to bring up to date.

Promotions Committee

1. Valentines commercial is running
2. Signed up for 8:30 news
3. Signed up for branding message “Businesses on Scott Street” is now being used in log.

Maintenance Committee

1. Winter baskets due to come down.

Chamber of Commerce

1. No report.

New Committee

1. Ed still to talk to Tanis re Rainy Lake Square for summer activities.

Social Media

1. No new report.

8. New Business

1. Shoplifting is rampant on Scott Street. Can we do anything to help prevent it?
 When you see a known shoplifter in your store, you hand them a “Trespass” notice. They have to leave.
 If they return they are automatically charged with trespassing when police arrive.
2. Ed will obtain a list of known offenders to share so everyone knows who they are and can watch for them.
3. Katie will contact Yenta Davidson of the OPP to speak to us re our rights as business owners.
4. Resolute: Doug J. explained the news that just came out re Resolute suing the Town of Fort Frances.
 They have tied the hands of any potential buyers by not releasing the wood rights.
 Doug handed out flyers re the Town Hall meeting that would be taking place and encouraged everyone to attend and bring as many other business owners and concerned citizens as possible.

Setting of Next Board Meeting

Motion # 4 Pat Gartshore

To close the meeting

No against or abstentions

All in agreement – CARRIED

The next meeting date will be 10 April, 2019 at 8 a.m. at the RRFDC board office above the Credit Union on First Street East.

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

Meeting closed at 8:45 am.

**TOWN OF FORT FRANCES
POLICE SERVICES BOARD**

**Minutes
Session 11**

November 22, 2018

The regular Meeting of the Police Services Board was held in the Council Chambers November 22, 2018 from 8:01 a.m. - 10:01 a.m.

The following members were present: John McTaggart, Rick Wiedenhoeft, John Albanese, A. Hallikas and R. Avis 8:01 a.m. to 9:02 a.m.

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

1. **Call to order:** Chair called meeting to order at 8:01 A.M.

2. **Non-Agenda Items:**

i) AMO Municipal Cannabis Update

3. **Disclosure of Pecuniary Interest:** None identified.

4. **Approval of Agenda:**

59/18 **A. Hallikas - R. Wiedenhoeft:** That the Police Services Board approve the Agenda as prepared with the addition of the Non-Agenda Items.

CARRIED.

5. **Approval of Minutes:**

60/18 **R. Wiedenhoeft - A. Hallikas:** That the Minutes of the Board Meetings being Session No. 9 dated October 26, 2018 and Session No. 10 dated November 13, 2018 having been typed and distributed to the members be approved.

CARRIED.

6. **Business Arising from Previous Meeting:**

i) OPP 2019 Action Plan - Board Input
R. Wiedenhoeft questioned Cannabis Legislation - The Action Plan is enhancing the drug strategy

7. **New Business:**

i) Review Rules and Procedures Protocol 2018 - Discussion was held - numerous changes to the Protocol.

61/18 **A. Hallikas - R. Wiedenhoeft:** That the Police Services Board approves the Rules and Procedures Protocol as amended between the Town of Fort Frances Police Services Board and the Ontario Provincial Police - except for Page 20 - 3. Action Plan - needs revision and is under review.

CARRIED.

- ii) OAPSB 2019 Membership Renewal

62/18 R. Wiedenhoeft - A. Hallikas: That the Police Services Board authorizes payment of the OAPSB 2019 Membership Renewal in the amount of \$1,295.96.

CARRIED.

- iii) Stuff a Cruiser - December 8, 2018 across the district. A. Hallikas will collect and meet members at the Place at 10:00 a.m.
- iv) Police and School Board Response Protocol - this is a 'draft' document to be adopted by all School Boards and Police Services. S/Sgt. D. McLean has been working on this document. Training for all staff will take place after the signing of the document.

- 8. Inspector N. Schmidt, Detachment Commander - October 2018 OPP Activity Report

63/18 A. Hallikas - R. Wiedenhoeft: That the Police Services Board receive Insp. N. Schmidt October 2018 OPP Activity Report. **CARRIED.**

- 9. Non-Agenda Items:

- i) Municipal Cannabis Update - The Town has until January 22, 2019 to decide if they will allow cannabis retail stores. The Document provides framework, funding and licensing information. Inspector Schmidt forwarded a document to K. Lawson, Deputy Clerk regarding Cannabis Retail and details of a Webinar on November 27, 2018 at 12:00 noon.

- 10. Standing Items:

- i) Speed Signs - new council/executive committees will pursue
- ii) New OPP Building - nothing new to update.

- 11. Information/Correspondence Received:

- i) Media Release - Fort Frances Police Services Board Seeks Individuals

- 12. Next Meeting - To be determined

- 13. In-Camera:

- i) Detachment Commanders Performance Appraisal

64/18 R. Wiedenhoeft - A. Hallikas: That this Police Services Board now meet in-camera in order to address a matter pertaining to personal matters about an identifiable individual, including municipal or local board employees. **CARRIED.**

65/18 A. Hallikas - R. Wiedenhoef: That the Police Services Board now come out of in-camera 9:59 a.m.

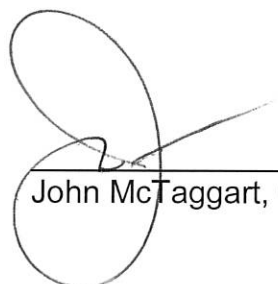
CARRIED.

66/18 R. Wiedenhoef - A. Hallikas: That this meeting of the Board be now closed.

CARRIED


Loreen Holt, Secretary

/elh
22/11/2018


John McTaggart, Chair