



Regular Council Meeting
AGENDA
 June 22, 2026 5:00 PM
 Council Chambers, Civic Centre
 Session #: 95

Join in person at 320 Portage Ave or livestream on Microsoft Teams:

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Meeting ID: 239 703 162 943 2 Passcode: SD9SP7RQ

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Page

1. Call to Order

2. Territorial Acknowledgement

We respect and truly acknowledge that we are on Treaty Three territory, the traditional land of the Anishinaabe and the Métis Nation. We give gratitude and honour to the Ancestors, Elders and all Anishinaabe and Métis People for sharing their resources and knowledge.

3. Disclosure of pecuniary interest and the general nature thereof

4. Delegations/Deputations

7 4.1 Marie Brady

5. Presentations

5.1 Moffat Family Fund Awards

6. Correspondence

8 - 10 6.1 COR: Parry Sound Resolution - province consult prior to changing school board governance

11 - 12 6.2 COR: Township of McGarry Resolution Regarding Rest Stops and Service Areas Along Highways 11 and 17

13 6.3 COR: Request for Legal Review of Interest, L. DeGagne

7. Council Reports on Board & Committee Activity:

14 - 23 7.1 Mayor Hallikas

7.2 Councillor Firth

7.3 Councillor Maki

7.4 Councillor McTaggart

8. Consent Agenda

8.1 Approval of Consent Agenda

Recommendation: THAT Council approve the consent agenda as follows:

Agenda item 8.2.

24 - 28 8.2 Regular Council Meeting Minutes of June 8, 2026 be approved as presented

Recommendation: THAT Council approve the Regular Council Meeting Minutes of June 8, 2026 as presented.

9. Administration and Finance Division Reports

29 - 41 9.1 Ontario BYOB Events

Recommendation: THAT Council of the Town of Fort Frances agree with the recommendation of Administration to not permit Bring-Your-Own (BYOB) events as allowable under the Liquor Licence and Control Act, 2019 to April 30, 2027;

AND THAT Administration be directed to bring a report on BYOB events prior to April 30, 2027 for Council to reconsider its position.

42 - 46 9.2 Committee of the Whole

Recommendation: THAT Council receive Report AR-26-1001 titled "Committee of the Whole";

AND THAT Council direct Administration to bring a draft Procedural By-Law amendment to the next meeting of Council which: (choose option(s))

1. Embeds COW into the Regular Council agenda

47 - 67 9.3 Community Safety Well-Being Plan

Recommendation: THAT Council review the Community Safety and Well-Being Plan for the Rainy River District;

AND THAT Council approve and adopt the Community Safety and Well-Being Plan;

AND THAT Administration be directed to undertake an update of the Plan, with the revised Plan to be presented to Council within 18 months.

68 - 96 9.4 New Town of Fort Frances Tagline

Recommendation: THAT Council receive this report as information at this time.

97 9.5 Legal Advice re Sunny Cove - Public



Recommendation: THAT Council accept Report AR-26-1115 titled "Legal Advice re Sunny Cove - Public" for informational purposes only.

10. Community Services Division Reports

98 - 102 10.1 Delegated Authority to Adjust User Fees

Recommendation: THAT Council approve report AR-26-1108 and authorize the Community Services and Facilities Manager, or designate, to:

1. Adjust recreation and facility user fees by up to 50 percent below the approved fee schedule where doing so is expected to increase utilization, recover operational costs, attract events or generate incremental revenue;
2. Create bundled recreation and facility rental packages, including combinations of ice rentals, pool rentals, meeting rooms, party rooms and other municipal facilities;
3. Negotiate event-specific rental arrangements for tournaments, training camps, community events and special tourism opportunities where such arrangements are expected to provide economic or community benefits to the Town;

AND THAT Council formalize this delegation of authority through an amendment to the Delegation of Authority By-Law.

103 - 105 10.2 Update on Hallett Relocation To Rainy River Cribs

Recommendation: THAT Council receive report AR-26-1111 as information.

11. Planning and Development Division Reports

106 - 138 11.1 Shevlin Wood Yard Official Plan Amendment (C1-2026) and Zoning By-law Amendment (B1-2026)



Recommendation: THAT Council approval of report AR-26-1106 agree to the recommendation of Administration to:

1. Amend the Official Plan and associated Schedule A2 to redesignate the subject lands of Shevlin Wood Yard from Future Development to Mixed Use.
2. Amend the Zoning By-law to rezone the subject lands of Shevlin Wood Yard from Future Development to a range of Mixed Use with Exception (MU[X]), Mixed Use with Exception and Holding Zone (MU[X]-H), and Open Space (OS) based on figure 1 of the attached planning rationale, and further permit site specific exemption to Lot 1 for a maximum building height of 20m, and to permit enclosed outdoor storage in the front yard.

AND THAT These amendments be adopted by Council through by-law.

12. Operations and Facilities Division Reports

139 - 140 12.1 Award of Tender 2026-OF-07 - Shoreline Restoration Works

Recommendation: THAT Council Approval of report AR-26-1113 will agree with the recommendation of Administration to award Tender 2026-OF-07 to Allen Equipment Contracting Corporation for a tender price of \$671,610 plus applicable HST.

AND THAT Council approve an unbudgeted capital funding allocation of \$42,500 for the replacement of the dock piling at the Scott Street Tee dock from the Corporate Projects Reserve Fund.

AND THAT a By-Law be prepared authorizing Mayor and Clerk to execute the agreement on behalf of the corporation.

13. By-Laws:

141 - 208 13.1 By-Laws to be enacted:



- By-Law 43-26 To Renew Contract with Central Ambulance Communications Centre
- By-Law 44-26 To Adopt the Revised Procurement Policy
- By-Law 45-26 Tow Award RFP 2026-OF-08 to Exactus Energy
- By-Law 04-25 A - Amend the Official Plan 2024 - Shevlin Wood Hard
- By-Law

Recommendation: THAT the following by-laws be introduced and read, and finally passed, signed by the Mayor and Clerk, sealed

with the Corporate Seal, and become law forthwith:

- By-Law 43-26 To Renew Contract with Central Ambulance Communications Centre
- By-Law 44-26 To Adopt the Revised Procurement Policy
- By-Law 45-26 Tow Award RFP 2026-OF-08 to Exactus Energy
- By-Law 04-25 A - Amend the Official Plan 2024 - Shevlin Wood Yard
- By-Law 93-25 A - Amend the Zoning By-Law - Shevlin Wood Yard

14. Notice of Motion / Motion to Reconsider

14.1 Councillor Brunetta - Notice of Motion

To be voted on this meeting

WHEREAS, on July 14, 2025, Council Approved Resolution #854 regarding report AR 25-0768 where Administration proposed 4 options for the future direction of the Kiwanis Sunny Cove Camp; Option 1 being the Rehabilitation of Sunny Cove Camp, Option 2 is to remove the derelict buildings, Option 3 is to Reimagine the building, and Option 4 is to Sell or Lease Sunny Cove Camp; and

WHEREAS, the motion that was approved reads “that Council resolves that it is preferential to Direction Options 1 and 2; and further that Council directs

Administration to proceed with researching and developing a strategy for the Kiwanis Sunny Cove Camp, noting that Council is favourable to Direction Options 1 and 2; and

WHEREAS, on November 10th, Administration brought back report AR 25-0934 which indicated that they met with the Kiwanis Club who voiced a preference for Council to sell the property, with the proceeds of the sale going to the Kiwanis Club. Council voted to receive that report; and

WHEREAS, on December 8th, Administration brought report AR 25-0962 which provided council with 2 options - 1 to follow their original preference to keep and rehabilitate Sunny Cove Camp, or Option 2, to sell the camp with proceeds going to the Kiwanis Club, where 4 Councillors voted for Option 2 - to sell and 3 Councillors voted option 1 - to rehabilitate; and

WHEREAS, report AR 25-0962 was incorrectly brought forward by Administration because it did not comply with Council's original direction - to look into rehabilitating Sunny Cove Camp. Instead, Administration took it upon themselves to look further at Option 4 - sell Sunny Cove Camp - which clearly was not the direction of Council; and

WHEREAS, by providing this second recommendation, only a simple majority of Council (4/7) was required; however, if it was done correctly, the motion to reconsider requires a 2/3 majority (5/7); and

WHEREAS, the process that was followed, may have circumvented Roberts Rules of order when it failed to call for a reconsideration of the original motion.

THEREFORE be it resolved that all future actions and resolutions regarding the sale of Sunny Cove Camp be halted, until such time as the Clerk produces a report that will ascertain whether proper procedure was followed in this process, or not.

15. Closed Session:

15.1 Council proceeds in-Camera at _____ p.m.

Recommendation: THAT Council now meet in-camera in order to address a matter pertaining to:

1. Updated Option Agreement between the Town of Fort Frances and FirstLight
239.2 (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
2. Kircher v Town of Fort Frances Update
239.2 (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
3. Agency One - Damages Claim

239.2 (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

4. Legal Advice re Sunny Cove - Closed

239.2 (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

16. Report out from Closed Session:

17. Confirmatory By-Law

17.1 By-Law 46-26: Confirmatory By-Law

Recommendation: THAT By-Law 46-26, being a By-Law to confirm the Proceedings of the Council of the Corporation of the Town of Fort Frances, be introduced, read, and finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal, and become law forthwith.

18. Adjournment

18.1 The Council Meeting adjournment

Recommendation: THAT having reached the Hour of _____ this meeting of the Council of the Town of Fort Frances be now closed.



REQUEST FOR DELEGATION/DEPUTATION BEFORE COUNCIL OF THE TOWN OF FORT FRANCES

All written/electronic submissions and background information must be submitted to the Office of the Clerk by 12:00pm (noon) the Thursday preceding the meeting. Electronic submissions must be submitted in PDF, PowerPoint, or Word formats. Per the Procedural By-Law, there are a maximum of three (3) deputations allowed per meeting. Presentations are not to exceed ten (10) minutes. Council are also given the opportunity to ask questions.

If you are wanting action to be taken, remember to make a clear request. Please note, no decision from Council will take place that same meeting.

Name: Marie Brady Email: [REDACTED]
Phone: [REDACTED] Alternat: [REDACTED]
Address: _____

Preferred Meeting Date: Friday June 19 2026 @ 12pm

Preferred Participation: In-person Virtual
 On my behalf On behalf of a group/organization/association:

I am requesting to speak: _____ to suggest a _____

I swear/affirm that my deputation/delegation meets the following requirements:

- I. The subject matter is within the municipal jurisdiction.
- II. I have not previously addressed Council on this topic **OR** I have previously addressed Council on this topic but can prove there is new information to present.
- III. I am not a declared candidate for elected office.
- IV. I am not promoting a specific business.

What kind of presentation are you doing? Verbal Slideshow/electronic

If doing a slideshow/electronic, do you require staff support? Yes No Unsure

Name(s) of Marie Brady
Speaker(s): _____

Subject matter: Request to relocate a proposed housing development at 820 Fifth St. E. in Fort Frances to the Shevlin Wood Yard or other appropriate space in order to protect vital open/green space.
Please provide sufficient detail.

Reason why this delegation/deputation is important to Council and to the municipality: _____
We fully recognize and support the importance of accessible and affordable housing within our community. However, we believe that the current proposed location is not appropriate due to the significant and lasting impact it would have on one of the few remaining shared natural spaces available to all town residents. This green space contributes to local biodiversity, supports wildlife, improves air quality, and helps manage stormwater. Development would disrupt these natural benefits and potentially lead to long-term environmental degradation. We urge the municipality to explore alternative sites for this housing project that would not require sacrificing valuable communal green space. There are potentially underutilized or more suitable locations, such as the Shevlin Wood Yard, that could meet housing needs without this loss.

MB
Signature

June 17 2026
Date

Scheduling is at the discretion of the Office of the Clerk and will be confirmed prior to the meeting deadline. There are no guarantees that by requesting a certain date(s) your delegation/deputation will be accepted due to scheduling, and alternate dates may be suggested by the Office of the Clerk.

Individuals who submit letters and other information to Council should be aware that any personal information contained within their communications may become part of the public record and made available through the Council Agenda process. However, contact information will be automatically redacted on the electronic posted agenda unless there is a request from the individual to not do so.

To submit your request, or for additional information, please contact the Municipal Clerk or Deputy Clerk at: clerks@fortfrances.ca or (807) 274-5323.

[REDACTED] information on this form is collected under the legal authority of the Municipal Act, S.O., 2001, Chapter 25, as amended. The information is collected and maintained for the purpose of creating a record that is available to the general public pursuant to Section 27 of the Municipal Freedom & Protection of Privacy Act. Questions about this collection should be directed to the Office of the Clerk.



THE CORPORATION OF THE TOWN OF PARRY SOUND
RESOLUTION IN COUNCIL

NO. 2026 - 072

DIVISION LIST

YES NO

DATE: June 2, 2026

- Councillor **G. ASHFORD**
- Councillor **J. BELESKEY**
- Councillor **P. BORNEMAN**
- Councillor **B. KEITH**
- Councillor **D. McCANN**
- Councillor **C. McDONALD**
- Mayor **J. McGARVEY**

MOVED BY:


SECONDED BY:

CARRIED: DEFEATED: Postponed to:

That the Council of the Corporation of Town of Parry Sound supports the request by the Durham District School Board regarding school board governance with the following requests:

1. That the Province of Ontario to undertake a comprehensive, province-wide consultation process prior to making any decisions regarding changes to school board governance, including the potential elimination of trustees;
2. That the Province of Ontario ensures that any future governance model maintains strong local representation and reflects the diverse needs of communities across the province, including Northern and rural municipalities; and

THAT a copy of this resolution be forwarded to the Premier of Ontario, the Minister of Education, the Ontario Ombudsman, the Durham District School Board, The Near North District School Board, the Simcoe Muskoka Catholic District School Board, the Conseil scolaire public du Nord-Est de l'Ontario, the Association of Municipalities of Ontario (AMO), local Members of Provincial Parliament, and all Ontario municipalities for their consideration and support.



Mayor Jamie McGarvey

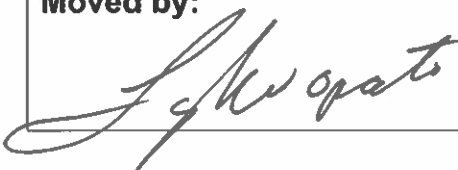
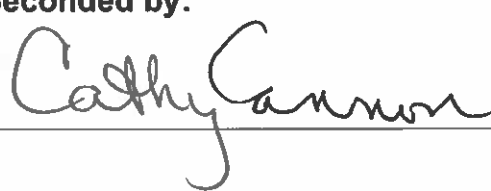


The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, May 19, 2026

Resolution # RC26104	Meeting Order: 4
Moved by: 	Seconded by: 

WHEREAS the Board of Trustees of the Durham District School Board has requested that a province-wide consultation process be undertaken prior to any governance changes or decisions that would result in the elimination of school board trustees; and

WHEREAS the potential elimination of elected school board trustees represents a significant and fundamental shift in Ontario's education governance structure; and

WHEREAS school board trustees serve as a longstanding and essential democratic link between local communities and the public education system, ensuring that community voices are reflected in decision-making processes; and

WHEREAS changes of this magnitude should not proceed without evidence-based research, transparency, and meaningful public engagement to fully understand potential impacts; and

WHEREAS the Municipality of Wawa recognizes the importance of local representation in addressing the diverse and unique needs of communities, including rural, remote, and Northern municipalities; and

WHEREAS the removal of school board trustees may result in unintended consequences that could negatively impact community representation, accountability, and responsiveness within the education system; and

WHEREAS transparency regarding the rationale, objectives, and anticipated outcomes of any proposed governance changes is essential to maintaining public trust and ensuring informed dialogue;



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Wawa supports the request of the Durham District School Board for the Province of Ontario to undertake a comprehensive, province-wide consultation process prior to making any decisions regarding changes to school board governance, including the potential elimination of trustees;

AND FURTHER THAT the Council of the Corporation of Municipality of Wawa supports the call for an independent review by the Ombudsman's Office regarding the potential impacts of removing school board trustees, particularly with respect to fairness, openness, transparency, and accountability;

AND FURTHER THAT the Council of the Corporation of Municipality of Wawa urges the Province of Ontario to ensure that any future governance model maintains strong local representation and reflects the diverse needs of communities across the province, including Northern and rural municipalities;

AND FURTHER THAT a copy of this resolution be forwarded to the Premier of Ontario, the Minister of Education, the Ontario Ombudsman, the Durham District School Board, the Association of Municipalities of Ontario (AMO), local Members of Provincial Parliament, and all Ontario municipalities for their consideration and support.

RESOLUTION RESULT		RECORDED VOTE	
<input type="checkbox"/>	CARRIED	MAYOR AND COUNCIL	YES NO
<input type="checkbox"/>	DEFEATED	Mitch Hatfield	
<input type="checkbox"/>	TABLED	Cathy Cannon	
<input type="checkbox"/>	RECORDED VOTE (SEE RIGHT)	Melanie Pilon	
<input type="checkbox"/>	PECUNIARY INTEREST DECLARED	Jim Hoffmann	
<input type="checkbox"/>	WITHDRAWN	Joseph Opato	

Disclosure of Pecuniary Interest and the general nature thereof.

Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: _____

DEPUTY MAYOR - MITCH HATFIELD	CLERK - MAURY O'NEILL
<i>Mecheline Hatfield</i>	<i>Maury O'Neill</i>



THE CORPORATION OF THE TOWNSHIP OF MCGARRY
P.O. BOX 99
VIRGINIATOWN, ON. P0K 1X0
705-634-2145, Fax 705-634-2700

MOVED BY COUNCILLOR:

_____ Louanne Caza
 _____ Elaine Fic
 _____ Annie Keft
 _____ Mayor Culhane

SECONDED BY COUNCILLOR:

_____ Louanne Caza
 _____ Elaine Fic
 _____ Annie Keft
 _____ Mayor Culhane

RESOLUTION # 139/2026

DATE: June 9, 2026

WHEREAS Highways 11 and 17 are critical transportation corridors connecting Northern Ontario communities and supporting national trade, tourism, emergency response, and economic development; and

WHEREAS Northern Ontario residents, travelers, commercial drivers, and emergency services rely on safe and accessible year-round highway infrastructure; and

WHEREAS many stretches of Highways 11 and 17 lack sufficient rest areas, washrooms facilities, truck parking, warming centres, fuel access, and safe pull-offs locations, particularly in remote areas of Northern Ontario; and

WHEREAS inadequate rest stop infrastructure contributes to driver fatigue, safety concerns, limited accessibilities, and challenges for Tourism and commercial transportation;

NOW THEREFORE BE IT RESOLVED THAT Council of the Township of McGarry calls upon the Government of Ontario and the Government of Canada to prioritize the development of new and upgraded highway rest stops and traveler infrastructure along Highways 11 and 17 across Northern Ontario;

BE IT FURTHER RESOLVED THAT such infrastructure include year-round washrooms, safe parking areas, commercial truck parking, warming shelters, electric vehicle charging stations, fuel access, tourism information, and improved emergency communication services where feasible; and

BE IT FURTHER RESOLVED THAT the Province of Ontario work collaboratively with Northern municipalities, FONOM, NOMA, Indigenous communities, and industry stakeholders to identify priority locations for investment; and

BE IT FURTHER RESOLVED THAT this resolution be circulated to FONOM, NOMA, AMO, local MPPs and MPs, the Premier of Ontario, and Ontario municipalities.

Recorded vote requested by _____

I declare this motion

	For	Against
<input checked="" type="checkbox"/> Councillor Louanne Caza		
Councillor Elaine Fic		
Councillor Annie Keft		
Mayor Bonita Culhane		

<input checked="" type="checkbox"/> Carried
<input type="checkbox"/> Lost / Defeated
<input type="checkbox"/> Deferred to: _____ (enter date)
Because:
<input type="checkbox"/> Referred to: _____ (enter body)
Expected response: _____ (enter date)

Second By Councillor Fic BC.

<i>Disclosure of Pecuniary Interest *</i>

Signature of Chair:

Bonita Culhane

**Disclosed his/her (their) interest(s), abstained from discussion and did not vote on this question.*

Leon DeGagne

Fort Frances, [REDACTED]

June 1, 2026

Mayor and Council
320 Portage Avenue
Fort Frances, ON P9A 3P9

To: Mayor and Council,

Re: Sale of Kiwanis Sunny Cove Camp

I respectfully ask Council to delay any decision regarding the sale of Kiwanis Sunny Cove Camp until an independent legal review is conducted to rule out any potential conflict of interest involving the vote to proceed with the sale. Councillor Steve Maki voted for the sale of the property while his wife, Lori Maki, sent a letter to the town as the president of the Kiwanis Club of Fort Frances indicating that the club supports the sale of Sunny Cove to the Kiwanis Club. The sale of Sunny Cove will result in a financial gain for the Kiwanis Club.

I am not suggesting that anyone has acted improperly. However, given the public interest in this matter, we believe a transparent and independent legal review is the best way to maintain public confidence in the process.

Sunny Cove is a valuable and irreplaceable community asset with an abundance of possibilities for development which align with the original intent for the use of the property.

Thank you for your consideration to this issue.

Sincerely yours,



Leon DeGagne

June 22nd Council Meeting – Mayor’s Report

June 4th - Phone Call with our MP

Marcus Powlowski called to discuss a potential economic development possibility and to get contact information and background for some of those involved.

June 4th – DSSAB Building Committee meeting

The Rainy River District Services Board building subcommittee met to discuss the St Michaels School property and how best it would fit in with the RRDSB housing and childcare strategy. The meeting was held in camera, and a report will go to the full board. I will report further on this once it is in the public domain.

June 4th – Seven Generations Graduation

I was pleased to be invited to attend the Seven Generations Institute Graduation, held at the Memorial Sportsplex. This graduation is an event that I greatly enjoy and appreciate. Unlike most traditional graduations, invitees are seated at tables that are beautifully decorated. Water is provided on the table for all attendees. An elder opened the ceremony in a good way and drummers provided songs. Graduates were encouraged to have family members go onstage with them. After the ceremony, a meal was provided for all who attended. It was noticed that the Town of Fort Frances was represented at the graduation and we were recognized and thanked.

June 5th – Pride Flag Raising and Proclamation

June is pride month. This year a partnership of ten community organizations worked together to put on pride events. The Town of Fort Frances raised the pride flag for the month of June, and I wrote a proclamation on behalf of council declaring June Pride month in Fort Frances. A number of community members attended the flag raising. I made remarks on the significance of Pride in our community. Thanks go to Councillors Behan and Morrison for

attending and for our clerks and CBO for assisting with organizing and raising the Pride flag.

June 8th – Community Pride Event

A Community Pride event was held at the Memorial Sportsplex sponsored by the partnership of ten community organizations. It was a well-organized event, and the entire floor of the ice surface was filled with activities and booths. The event went from two to six pm. There was all manner of giveaways, activities, crafts along with a drum group. Take out lunch and supper were provided for those in attendance. I was only able to attend for a short time, as I had to leave for the Confederation College graduation. Thanks go to Councillors Morrison and Behan who were in attendance while I was there.

June 8th – Confederation College Graduation

I was invited to attend the Confederation College Graduation and to bring greetings from the Town of Fort Frances. Attending graduations is something that I greatly enjoy. Confederation College always does a great job with their graduations; the President and Vice-President attend each graduation. This graduation opened with a blessing from an elder followed by an honour song. I was pleased to speak to the graduates on behalf of the council and the town of Fort Frances. Each graduate received a letter from the Town of Fort Frances congratulating them and also a Fort Frances pin. A special shout out goes to our HR manager Mia Sexton for her graduation from Confederation College's three-year H. R. program.

June 8th – Phone Call with MP's Chief of Staff

I received a phone call from our MP's chief of staff to inform me that the Town of Fort Frances was receiving some FEDNOR money. The announcement of this funding is embargoed until our MP can come to Fort Frances to make the announcement.

June 9th - FFPC Board Meeting

The Fort Frances Power Corporation held their monthly board meeting in the FFPC boardroom. Employees have accumulated 18 years of accident-free time. The Final Audited Financial statements were approved by the Board. The FFPC dispersed the residual accruals from the 1905 power agreement. This past year the Corporation realized a value of 3.1 million dollars from the agreement, some of that goes into lowering the rates that our customers are charged, but 1.8 million dollars was held back. That money has now been dispersed to customers as credit on their power bill. Many customers have had no power bills for the past month because of this. An update was given on the First Light Solar Project. First Light has signed a power purchase agreement with the province. The next step will be a connection agreement. Stantech has been hired by the FFPC to oversee this development. The FFPC will be making an offer to purchase the property abutting the eighth street transformer station. The FFPC is conducting a human capital study and has hired a consultant to conduct this process, the consultant has been meeting with staff. The FFPC has received an NRCan grant for grid modernization. The FFPC will be putting out a media release regarding the First Light Solar Farm.

June 9th – FFPL Board Meeting

The Fort Frances Library Board held their June meeting at the Memorial Sportsplex. A delicious meal was provided. Thank you Nadine. I will leave it to the councillors to report on the meeting. Good news from the Friend's book sale, although sales have not been completely tabulated, over \$5000 was raised by the Friends of the Library, this money will go to assist the Library with programming.

June 9th – Call from MP's Chief of Staff

I received another call from our MP's chief of staff indicating that we had been approved for funding for summer jobs and that there were certain parameters that had to be met. I forwarded the information to the appropriate managers.

June 10th – Library Mural Unveiling

A beautiful mural taking up an entire wall of the Children's section of the Fort Frances Public Library was unveiled. A huge shout out to the artist, Lindsey Hamilton, for this magnificent work. If you have not yet seen the mural, do take time to visit the library and check it out. It truly is an inspirational and wonderful work. Lindsey was funded for this work by a grant from the Ontario Arts Council. An impressive turnout from the community attended the unveiling. The unveiling was chosen to occur on the anniversary of the opening of the library and several members of the original fundraising team for the building of the new library attended. Lindsey Hamilton spoke to us about her work and the inspiration for her work. Some beautiful classical music was provided as well as refreshments. I have to give another shout out to our Library CEO, who worked closely with Lindsey and who saw the merit in this work and encouraged its production. Thanks also go to Councillor Morrison, a member of Library Board, who attended.

June 10th – Air Cadets Review

This is one of my favorite events, the Annual Ceremonial Review by the cadets of 908 Rainy Lake Squadron. The cadets demonstrated their marching prowess and then were inspected by the Reviewing Officer. Awards were presented to the cadets. I was honoured to be asked to present one of the awards. The Air Cadet program is second to none in developing skills and discipline and inculcating the value of public service and volunteerism in our youth. Every year I am amazed at the accomplishments of these young people. Following the General Salute, the cadets were dismissed and refreshments were provided for the audience.

June 10th – Substance Abuse Committee

The Rainy River District and Communities Substance Use and Mental Health Team met in the boardroom of the HOPE centre. We went around the table and welcomed new members. The Group is working on a Parent Guidebook on how to support children with substance abuse problems, a draft will be

brought to the September meeting. A discussion was held on what should be brought along to aid those in campsites when committee members taking part in outreach did their rounds. Food items and equipment were discussed, and the group will be connecting with paramedics. A discussion was held regarding Overdose Awareness Day in August and the National Addictions Awareness Week, held the first week of November. Currently there are eleven encampments that we know of. A round table was held where those in attendance shared items of interest. I reminded all of the organizations of our open house at the Municipal Airport, to kick off the new scheduled air service that will be operating between Fort Frances and Thunder Bay.

June 11th – Wildfire Briefing by MNR

During the fire season the MNR provides regular, “In Season Situational Awareness Briefings.” During this briefing they reviewed the 2025 fire season, which was one of the most active and challenging fire seasons with a total of 643 fires and almost 600 000 hectares of forest burned. Of these fires 58% were caused by lightning, the rest by humans. Ten communities had to be evacuated on 483 flights involving 8600 passengers. In Ontario, this year there have been 158 fires to date, there currently are fourteen active fires and one new fire. In our fire zone there are nine active fires, two of which are out of control, one is being held and four are being observed. We have had seventy-eight fires to date. We were given a weather forecast since this has an effect on fires. We were also informed of grants that we could apply for, one of which we have already applied for and been approved. The Fire Chief and the Infrastructure and Growth Manager also attended the briefing, so Fort Frances was well represented.

June 11th – Announcement at the Salvation Army

The Salvation Army supplies a huge amount of food and other essentials to those in need in our community. They also provide food to other food banks. One of the ways that they acquire such large amounts of necessities is by belonging to Canada Food Banks. Recently they have started supplying female hygiene products to women in our community who are in need.

Currently they are supplying over 350 women monthly, with hygiene products. Salvation Army supporters and partners met at the Salvation Army building for a photo op to acknowledge this new initiative.

June 11th – Emergency Management Meeting

A required emergency management meeting was held in the committee room. In attendance were the fire chief, the CAO, the CBO, the Deputy Clerk, the Infrastructure and Growth Manager, and I. We reviewed the emergency plan and discussed having a tabletop exercise later in the summer. The compliance review was completed. We were compliant in our 2025 review and have received verification of this. A tabletop exercise was held at the airport, simulating a crash landing of an Air Orange plane. There will be additional training later in July. A discussion was held regarding the Town as a potential host for evacuees. A community fire plan is being developed.

June 12th – Meet with Chief Bruyere

Chief Bruyere and I met, as we do on a regular basis, to discuss issues over coffee of mutual interest that involve Fort Frances and Couchiching First Nation.

June 12th – UNFC

I attended the United Native Friendship Centre fundraiser held under the big tent on their lawn. They were serving delicious Bannock burgers among other foods. Funds used will go towards UNFC programming. The Bannock Burgers were first rate, Yum! It was a lively event, with a great band and craft tables. Food was available to go, and the event was very well attended. There was a great atmosphere under the big tent.

June 12th – Interview with Thunder Bay Media

I was contacted by Thunder Bay CBC for an interview. They were interested in the Open House that will be held at the Fort Frances Municipal Airport on July 18th, and the new air service between Fort Frances and Thunder Bay. A little

later I was contacted by one of their producers and asked if I would take part in the CBC morning show on Monday.

June 13th – Proclamations for Retirees

I was invited to attend a union retirement party for three of the union's members. I issued proclamations for each member celebrating their service and their retirement. I attended the retirement event and presented the proclamations.

June 13th – Kiwanis Kids Fishing Derby

A huge shout out to the Fort Frances Kiwanis Club for putting on their annual Kiwanis Kids Fishing Derby. Although the weather was cool, there was a large turnout of kids and their parents and the excitement was high, especially when a fish was brought in to be weighed. The Kiwanis club had a great announcer, and good music was continually playing. There was a real carnival atmosphere. Burger and Hot Dogs were available along with chips and pop. Kudos to the Kiwanis Volunteer chefs, the food was delicious. It was heartening to see so many kids fishing along the riverbank. A shoutout also goes to the Town of Fort Frances for coming through for the Kiwanis Club and lending them our new BBQ, which by the way is a beauty!

June 15th – Appearance on the Thunder Bay CBC Morning Show

I was interviewed by Mary Jean Cormier on her CBC morning radio show at 7:10 am, we spoke for about 15 minutes. She was extremely interested in our new air service with North Star Air. It was a great opportunity to get some publicity for our open house and for our introductory fares which will be in effect for the first week of operation from July 6th to July 13th.

June 17th – Homelessness Committee Meeting

The Homelessness Committee met in the HOPE building board room. We began with the introduction of new members. A discussion was held regarding encampments, much the same as the discussion at the substance abuse committee meeting. There is significant overlap between the two committees.

The Outreach Breakfast Program was discussed, there have been a few incidents and the discussion focused on whether to pause the program for the summer, whether to change it to a purpose driven program with various organizations taking the lead at each breakfast, for example having the legal clinic there to explain their services, or whether to continue as is. Several good suggestions were made, including trying to have more volunteers at the breakfasts. The breakfasts are successfully feeding 15 to 30 people each day, so far this year over two thousand people have been fed breakfast, so it is a useful program. The COHB program was explained, this is the Canada-Ontario Housing Benefits program. It helps eligible households afford rent. It will cover the difference between 30% of household income and the average market rent for the area. Locally this program is administered by the DSSAB. As usual we ended with a round table discussion. I took the opportunity to talk up the new air service between Fort Frances and T. Bay and invited all the organizations present to our open house. Next meeting will be in September.

June 17th – Municipal Non-Profit Community Housing Board Meeting

Unfortunately, at the last minute this meeting was postponed due to lack of quorum.

June 17th – TOFF Community Improvement Plan Workshop

Administration, Staff and Councillors McTaggart, Firth, and Behan, as well as community organizations, and business attended a CIP (Community Improvement Plan) visioning workshop held at the Fort Frances Public Library Shaw room. The workshop was led by WSP, which has done previous work for the town. I attended the first hour and then had to leave to attend a prior commitment. After the introduction attendees did a series of exercises designed to elicit feedback and input, I will leave it to the councillors in attendance to report on the workshop in more detail. The part of the workshop that I was present at was excellent and the presenters were knowledgeable and well prepared. I greatly enjoyed the workshop and learned quite a bit about CIPs. There will be an evening workshop for members of the community to give their input.

June 18th – DSSAB Meeting

The Rainy River District Services Board held their monthly meeting virtually. A number of reports by administration were brought forward. A summary of planned program spending for Children's Services, Housing and Homelessness and Paramedic Services were brought to the board. There was also a report from the communications department. Early Years Childcare in Rainy River will be opening in August of this year. They will have fifteen spaces for toddlers, twenty-four spaces for preschool, and thirty spaces for school age. Currently there is a list of seventy applicants. A report on the future use of the St Michaels school property was given, the board agreed that due to the high cost of renovations the building should be demolished. Administration is recommending working with NOSDA as part of their housing project to achieve economies of scale. The board met in camera to discuss specifics and monetary issues. The company that the DSSAB uses to store medical records for the paramedics has gone bankrupt. The DSSAB will change vendors back to its previous vendor, which fortunately has a backup of these records. There will be a cost to this, but no data has been lost. The next DSSAB meeting will be on July 16th at 9:00 am and will be virtual.

June 18th – Fort Frances Airport Open House

An open house was held at the Fort Frances Municipal airport to celebrate the resumption of regularly scheduled air service between Fort Frances and Thunder Bay. A Pilatus PC 12 aircraft, the airplane that will be flying between Fort Frances and Thunder Bay was available for inspection. The turnout from the community was amazing, with an incredibly positive vibe, there was a real buzz in the air. The airport was packed. North Star Air leadership was present to answer questions. North Star brought a beautiful cake, Persians, and some giveaways. Amik was presented with the first North Star boarding pass. The Town hosted a BBQ for the community and invited guests. Two round trip tickets were available as door prizes, for those in attendance and a draw was held, with the tickets and gift bags being awarded to Art Hammond and

George Glowaski. Manager Rob functioned as the emcee. Tom from North Star gave a speech about the partnership with Fort Frances and I was pleased to say a few words of welcome and thanks. Media coverage was excellent, with three reporters from T.Bay flying down with North Star, four local reporters were on site, as well as our own communications officer Ally. Many thanks go to Infrastructure and Growth Manager Rob, Airport Manager Badiuk, and Economic Development Manager Gosh for their hard work and perseverance in facilitating the return of air service to our airport. Thanks also go to the Town of Fort Frances Staff who assisted with the BBQ and to those staff in attendance. Thanks to councillors Firth, Mctaggart, Behan for attending.



**Regular Council Meeting
MINUTES
June 8, 2026
SESSION NO. 94**

The regular meeting of Council of the Town of Fort Frances was held in the Council Chambers, Civic Centre and virtually.

PRESENT: Councillors M. Behan, W. Brunetta (virtual), K. Firth, J. McTaggart, B. Morrison Jr.

LATE: Mayor A. Hallikas

ABSENT: Councillor S. Maki

ALSO PRESENT: M. Michaels, CAO, A. Lewis, Communications Coordinator Deputy Clerk, T. Rob, Infrastructure & Growth Manager, D. Galusha, Treasurer, W. Riches, Interim Fire Chief, C. Miller, Community Services & Facilities Manager, C. Grey, By-Law Officer

1. Call to Order

Meeting called to order at 5:00pm by Deputy Mayor Behan.

2. Territorial Acknowledgement

Deputy Mayor Behan gave a territorial acknowledgement.

3. Disclosure of pecuniary interest and the general nature thereof

None.

4. Delegations/Deputations

None.

5. Presentations

None.

6. Correspondence

6.1 COR: DRRSB Annual Report 2025

6.2 Fort Frances Public Library and Technology Centre - Annual Report

7. Council Reports on Board & Committee Activity:

7.1 Mayor Hallikas
Absent during this item. Written report enclosed in agenda.

7.2 Councillor Behan
No report.

7.3 Councillor Brunetta
No report.

7.4 Councillor Morrison
Reported on Library Board activities.

8. Consent Agenda

8.1 Approval of Consent Agenda

1209 **Recommendation:** THAT Council approve the consent agenda as follows:
Agenda items 8.2, 8.3, 8.4, 8.5.

CARRIED

Result:	CARRIED
Mover:	Bill Morrison Jr
Secunder:	John McTaggart

8.2 Regular Council Meeting Minutes of May 25, 2026 be approved as presented

1210 **Recommendation:** THAT Council approve the Regular Council Meeting Minutes of May 25, 2026 as presented.

CARRIED

8.3 Boards and Committees Meeting Minutes

1211 **Recommendation:** THAT the following Boards and Committees Meeting Minutes be received as information:

- Sister Betty Kennedy Advisory Committee Meeting Minutes of march 11, 2026
- Fort Frances Public Library Meeting Minutes of April 16, 2026

CARRIED

8.4 Financial Statements for the period ending April 30, 2026 for the General Fund and Water and Sewer Fund
Councillor McTaggart pulled item from consent with an inquiry.

1212 **Recommendation:** THAT Council receive the attached financial statements in Report AR-26-1098 for the General Fund and Water and Sewer Fund for the period ending April 30, 2026, as information.

CARRIED

Result:	CARRIED
Mover:	Wendy Brunetta
Secunder:	John McTaggart

9. Administration and Finance Division Reports

9.1 Contract Renewal for Fire Department Dispatching Services

1213 **Recommendation:** THAT Council proceed with renewal of a 5-year contract (2026-2030) between the Town of Fort Frances and the Central Ambulance Communications Centre, for the purpose of providing dispatch services to the Fort Frances Fire Department.

CARRIED

Result:	CARRIED
Mover:	Bill Morrison Jr
Secunder:	Kaleb Firth

9.2 Procurement Policy Update

1214 **Recommendation:** THAT Council approve Report AR-26-1094 which agrees to the recommendations of Administration to make revisions to the Procurement Policy as noted in the report; and
FURTHER THAT the By-Law update be brought to the next meeting of Council.

CARRIED

Result:	CARRIED
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Mover:	Kaleb Firth
Seconder:	Bill Morrison Jr

10. Community Services Division Reports

None.

11. Planning and Development Division Reports

11.1 Report on snake species allowance.

1215 THAT Council deny exemption request to Animal Keeping By-Law 50-17 regarding ball pythons.

CARRIED

Result:	CARRIED
Mover:	Kaleb Firth
Seconder:	Bill Morrison Jr

12. Operations and Facilities Division Reports

12.1 Award of RFP 2026-OF-08 - MSC Solar Design

Mayor A. Hallikas arrived during this item at 5:20pm. Deputy Mayor M. Behan completed voting of item as Chair.

1216 THAT Council approval of report AR-26-1099 will agree with the recommendation of Administration to award RFP 2026-OF-08 to Exactus Energy for a total bid price of \$52,350 plus applicable taxes

AND THAT a by-law be brought forward to authorize the Mayor and Clerk to execute the agreement on behalf of the Corporation.

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Seconder:	Bill Morrison Jr

12.2 Unbudgeted Capital request for the installation of utility mains to Shevlin Yard
Mayor A. Hallikas resumed Chair at 5:21pm. Deputy Mayor M. Behan returned to Councillor seat.

1217 **Recommendation:** THAT Council approval of Report AR-26-1095 will agree with the recommendation of Administration to approve an unbudgeted capital project to install sanitary and water main stubs onto Shevlin Yard to support the development of the northwest corner of Shevlin Yard at an estimated cost of \$657,558.11 whereby \$178,816.89 would be funded form Corporate Projects reserve fund and \$478,741.22 funded from Sewer and Water Reserve Fund.

CARRIED

Result:	CARRIED
Mover:	Michael Behan
Seconder:	Kaleb Firth

12.3 Secondary award of RFP 2025-OF-15 - Covered Rink Structure - East End Rink

1218 THAT Council Approval of report AR-26-1102 will agree with the recommendation of Administration to award the supply of the steel rink roof structure at East End Rink to Northern Flow Installation for a total price of \$516,703.93 plus applicable taxes and changes to shipping costs.

AND THAT the budget shortfall be funded as outlined in the report

DEFEATED

Result:	DEFEATED
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Mover:	Michael Behan
Seconder:	Bill Morrison Jr

13. By-Laws:

13.1 By-Laws to be enacted:

- By-Law 39-26 Automatic Aid Agreement Renewal
- By-Law 40-26 New Vacation Policy for Non-Union Employees
- By-Law 41-26 Plan of Subdivision Agreement

1219 **Recommendation:** THAT the following by-laws be introduced and read, and finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal, and become law forthwith:

- By-Law 39-26 Automatic Aid Agreement Renewal
- By-Law 40-26 New Vacation Policy for Non-Union Employees
- By-Law 41-26 Plan of Subdivision Agreement

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Seconder:	Bill Morrison Jr

14. Notice of Motion / Motion to Reconsider

14.1 Notice of Motion - Councillor Brunetta

Councillor W. Brunetta placed the following Notice of Motion, to be voted on at a subsequent meeting:

WHEREAS, on July 14, 2025, Council Approved Resolution #854 regarding report AR 25-0768 where Administration proposed 4 options for the future direction of the Kiwanis Sunny Cove Camp; Option 1 being the Rehabilitation of Sunny Cove Camp, Option 2 is to remove the derelict buildings, Option 3 is to Reimagine the building, and Option 4 is to Sell or Lease Sunny Cove Camp; and

WHEREAS, the motion that was approved reads “that Council resolves that it is preferential to Direction Options 1 and 2; and further that Council directs Administration to proceed with researching and developing a strategy for the Kiwanis Sunny Cove Camp, noting that Council is favourable to Direction Options 1 and 2; and

WHEREAS, on November 10th, Administration brought back report AR 25-0934 which indicated that they met with the Kiwanis Club who voiced a preference for Council to sell the property, with the proceeds of the sale going to the Kiwanis Club. Council voted to receive that report; and

WHEREAS, on December 8th, Administration brought report AR 25-0962 which provided council with 2 options - 1 to follow their original preference to keep and rehabilitate Sunny Cove Camp, or Option 2, to sell the camp with proceeds going to the Kiwanis Club, where 4 Councillors voted for Option 2 - to sell and 3 Councillors voted option 1 - to rehabilitate; and

WHEREAS, report AR 25-0962 was incorrectly brought forward by Administration because it did not comply with Council's original direction - to look into rehabilitating Sunny Cove Camp. Instead, Administration took it upon themselves to look further at Option 4 - sell Sunny Cove Camp - which clearly was not the direction of Council; and

WHEREAS, by providing this second recommendation, only a simple majority of Council (4/7) was required; however, if it was done correctly, the motion to reconsider requires a 2/3 majority (5/7); and

WHEREAS, the process that was followed, may have circumvented Roberts Rules of

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order when it failed to call for a reconsideration of the original motion.

THEREFORE be it resolved that all future actions and resolutions regarding the sale of Sunny Cove Camp be halted, until such time as the Clerk produces a report that will ascertain whether proper procedure was followed in this process, or not.

15. Closed Session:

None.

16. Report out from Closed Session:

None.

17. Confirmatory By-Law

17.1 By-Law 42-26: Confirmatory By-Law

1220 **Recommendation:** THAT By-Law 42-26, being a By-Law to confirm the Proceedings of the Council of the Corporation of the Town of Fort Frances, be introduced, read, and finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal, and become law forthwith.

CARRIED

Result:	CARRIED
Mover:	Bill Morrison Jr
Seconder:	Wendy Brunetta

18. Adjournment

18.1 The Council Meeting adjournment

1221 **Recommendation:** THAT having reached the Hour of 5:36pm this meeting of the Council of the Town of Fort Frances be now closed.

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Seconder:	Michael Behan

A. Hallikas, Mayor

C. Greig, Municipal Clerk

ADMINISTRATIVE REPORT

Subject: Ontario BYOB Events

Date: June 22, 2026

To: Mayor and Council

From: Chelsea Greig, Municipal Clerk

Item Number: AR-26-1104



ISSUE:

Ontario is now permitting municipal councils to allow BYOB events. For Council to consider if BYOB events are in the best interest of the Town of Fort Frances.

RECOMMENDATION:

Recommendation: THAT Council of the Town of Fort Frances agree with the recommendation of Administration to not permit Bring-Your-Own (BYOB) events as allowable under the Liquor Licence and Control Act, 2019 to April 30, 2027;

AND THAT Administration be directed to bring a report on BYOB events prior to April 30, 2027 for Council to reconsider its position.

STRATEGIC PLAN ALIGNMENT:

Quality of Life

1. Initiatives for Community Safety

Partnerships

2. Initiatives for Nurturing Healthy Community and Providing Services for the Community

BACKGROUND:

Ontario is loosening alcohol restrictions, now providing the Town of Fort Frances the option of designating events as "Community" or "Cultural" events which would allow attendees to bring their own alcohol for consumption (BYOB).

Currently, Council has delegated to the Municipal Clerk the power to designate an event as "Municipally Significant". This designation allows the event organizers to arrange for the sale of alcohol.

Administration reached out to EMS and healthcare partners and utilized feedback for bringing forward options for Council's consideration.

Ontario BYOB Events

At face value, having BYOB events in Town-designated areas (as found in our Alcohol Policy) has its benefits. It makes events and festivals potentially more inviting, and attendees may be able to afford more offerings at events since money would not go towards purchasing alcohol at the event.

However, this brings forward much more risk that the Municipality needs to consider.

Here are some facts on alcohol availability, which has been steadily increasing in the Province of Ontario:

1. In recent years, grocery, convenience, and big-box stores are able to sell alcohol, no longer limited to the Liquor Control Board of Ontario (LCBO).
2. In 2026, Ontario relaxed restrictions in Ontario Parks, allowing consumption in permitted areas outside of individual campsites.
3. As of 2020, alcohol can now be ordered and delivered like takeout.
4. And of course, as of 2026, municipalities can now allow BYOB events.

Especially with points 1 and 3, this means that consumers have more options and more available hours to purchase alcohol instead of having to shop at an LCBO in-person, during the store's hours.

Increased alcohol availability comes with increased alcohol consumption and alcohol-related harms, which may leave room for increased liability exposure to event organizers and municipalities. This potentially means increases in:

- impaired driving;
- alcohol-related ER visits and hospitalization;
- alcohol poisoning, blackouts, injuries, etc.;
- public intoxication;
- disorderly conduct;
- risk to bystanders;
- demands on emergency services;
- calls to OPP (increasing cost to municipalities).

Events with smart serve check IDs, monitor and assess individuals for intoxication levels, and control the amount of alcohol onsite. They have control over what substances go into peoples drinks, and what servings go into a drink. By removing this requirement, you even greatly loosen the controls that an event needs to be safer for attendees.

The Northwestern Health Unit reports that deaths due to alcohol toxicity in northwestern Ontario is 6.2x higher than the rest of the province, hospitalizations entirely attributable to alcohol is 5.5x higher than Ontario, and ER visits for conditions entirely attributable to alcohol is 14x higher. (A briefing note from the NWHU on this matter of BYOB events is also enclosed with this report for Council to read).

In the Ontario Provincial Police (OPP) [2024 Annual Report](#), impaired driving has increased over the last two years (both provincially and in the northwest region). This correlates with the increase of alcohol availability.



Ontario BYOB Events

Though the individual event organizers may have the most onus put on them in terms of liability, from a public health perspective, Council is upstream from the issue and has the ability and the responsibility to make appropriate provisions to reduce these risks and help our event organizers and the general public.

From a 'Support Local' perspective, both have their advantages, however maybe Municipally Significant even more so. For instance, local restaurants and breweries may provide smart serve alcohol sales at festivals, or this is offered to groups that use the opportunity for local fundraising. Alcohol is still mostly being purchased locally for these events, regardless if it's the organizer or the consumer.

In correspondence with other local municipalities, many are looking to have their Councils deny allowing BYOB events. This means that Fort Frances would not be making a decision out of the norm. Here are examples of municipalities which have denied BYOB events:

- Dryden
- Collingwood
- Cornwall
- Perth
- Caledon
- Essex
- Chatham-Kent
- Norfolk County
- Smith Falls
- Sioux Lookout is bringing recommendation to prohibit June 17th, 2026
- Kenora and Red Lake are also looking to prohibit BYOB.

Administration is not recommending that this be a permanent decision. Rather, wait until 2027 to see how other municipalities are handling the new legislation, and if the installation of provisions for a BYOB event adequately reduces risk and liability effectively. Intact Public Entities (IPE) put out an informational document called "Avoid the Hangover: Municipal Risk Tips for Ontario's BYOB Rules" (enclosed). Administration would review these tips and assess what other municipalities are doing, and if allowing BYOB has been beneficial.

To date, no event organizer has approached the Town of Fort Frances for a BYOB event. The Town's two large upcoming festivals, The Bass Championship and Ribfest, have or are requesting the events to be designated as Municipally Significant allowing for the sale of alcohol - not BYOB. There is time for the Town to review this legislative change and ensure that if Fort Frances moves forward with permitting BYOB, that it's implemented safely.

ANALYSIS/OPTIONS:

1. Deny BYOB events in the interim, which is the recommendation.

THAT Council of the Town of Fort Frances agree with the recommendation of Administration to not permit Bring-Your-Own (BYOB) events as allowable under the Liquor Licence and Control Act, 2019 to April 30, 2027;



Ontario BYOB Events

AND THAT Administration be directed to bring a report on BYOB events prior to April 30, 2027 for Council to reconsider its position.

2. Council keep powers, do not delegate to Administration, must be by Council resolution. This would require to defeat the motion at the table. Place the new motion (or something similar):

THAT Council receive Report #AR-26-1104 titled "Ontario BYOB Events" as information;

AND THAT Council direct Administration to bring forward a report outlining the legislative requirements, recommended eligibility criteria, recommended operational safeguards, and any necessary policy or by-law amendments for Council's consideration.

At this time, if Council would like to proceed with allowing BYOB events, Administration suggests that the power to designate an event as a Community or Cultural event remain with Council and not be delegated.

INTERNAL AND EXTERNAL CONSULTATION:

- OPP
- Northwestern Health Unit
- Other area EMS and health partners were reached out to, but may not have had a chance to respond prior to this report's completion.
- Senior Leadership

SUPPORTING DOCUMENTS:

[Briefing Note - BYOB for Community Events](#)

[Avoid the Hangover Municipal Risk Tips for Ontario's BYOB Rules 0426](#)





NWHU BRIEFING NOTE	
TOPIC: Bring Your Own Alcoholic Beverage (BYOB) Events: Public Health Considerations for Municipalities	
DATE: June 3, 2026	PAGE: x of x
PREPARED BY: Randi Casey	
INTENDED AUDIENCE: Municipalities	

PURPOSE

To provide municipalities with information regarding recent provincial changes permitting Bring Your Own Alcoholic Beverage (BYOB) events, outline public health considerations associated with increased alcohol availability, and provide evidence-informed recommendations to support municipal decision-making.

ISSUE

Ontario has expanded opportunities for alcohol consumption at outdoor public events through regulatory changes that allow attendees to bring and consume their own alcohol at designated community and cultural events.

Municipalities now have the authority to determine whether and how these events will be permitted within their communities. Given the well-established relationship between alcohol availability and alcohol-related harms, municipalities may wish to consider whether permitting BYOB events aligns with local priorities for community safety and well-being.

BACKGROUND

In March 2026, the Province of Ontario announced changes to alcohol regulations that expand the former tailgate event framework.¹ Eligible outdoor community and cultural events may permit attendees aged 19 years and older to bring and consume their own alcohol within designated event areas, subject to provincial requirements and approvals.

The changes broaden the types of events that may be eligible beyond traditional sporting-event-related tailgate events and may include festivals, fairs, markets, concerts, performances, community celebrations, and other outdoor public gatherings.

The changes do not permit unrestricted public drinking. Alcohol consumption remains limited to designated event areas and is subject to provincial laws related to underage drinking, intoxication, impaired driving, and public safety. Event organizers must also comply with applicable Alcohol and Gaming Commission of Ontario (AGCO) requirements and any municipal approvals, policies, or by-laws.

Municipalities may choose to:

- Prohibit BYOB events;
- Consider requests on a case-by-case basis;
- Establish criteria for eligible events and locations; or
- Delegate authority for event designation through local policies or procedures.



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CURRENT STATUS

Municipalities are responsible for determining whether events meet the criteria for designation as community or cultural events. Municipal designation does not replace other approvals or requirements that may apply to an event, including municipal policies, AGCO requirements, fire and safety requirements, or other applicable approvals.

KEY CONSIDERATIONS

Evidence and Public Health Impact

Alcohol availability is recognized internationally as an important determinant of alcohol consumption and alcohol-related harms.² Research consistently demonstrates that greater physical availability of alcohol is associated with increased alcohol consumption and increased rates of alcohol-related harms. Alcohol consumption is associated with both short-term harms, such as injuries, violence, and impaired driving, and long-term health impacts, including several cancers, liver disease, cardiovascular disease, and mental health harms.

The World Health Organization identifies restrictions on alcohol availability as one of the most effective and cost-effective policy measures for reducing alcohol-related harms at a population level.²

Potential harms associated with increased alcohol availability include:

- Injuries and falls;
- Violence and interpersonal conflict;
- Impaired driving;
- Emergency department visits and hospitalizations;
- Increased demand on police, emergency medical services, and other community services; and
- Long-term chronic disease impacts associated with alcohol consumption.

Local alcohol-related harms in the Northwestern Health Unit region illustrate the disproportionate burden of alcohol-related harm experienced within the region. Among both sexes and all ages, 2024 rates per 100,000 population were:

- Deaths due to alcohol toxicity: 15.5 in NWHU compared with 2.5 in Ontario (6.2 times higher).



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- Hospitalizations for conditions entirely attributable to alcohol: 1,188.6 in NWHU compared with 217.3 in Ontario (5.5 times higher).
- Emergency department visits for conditions entirely attributable to alcohol: 7,448.5 in NWHU compared with 533.4 in Ontario (14.0 times higher).

For each of these indicators, the Northwestern Health Unit region had the highest rate among Ontario public health units.³

Children and Youth

Community events are often attended by children, youth, and families. Permitting alcohol consumption at these events may contribute to the normalization of alcohol use by increasing exposure to drinking behaviours in community settings.⁴

Recent COMPASS⁵ survey results from participating secondary schools in the Northwestern Health Unit region found that in 2025-26:

- 27% of students reported consuming alcohol in the previous 30 days;
- 20% reported binge drinking in the previous 30 days;
- 11% reported riding in a vehicle where the driver had been drinking alcohol in the previous 30 days; and
- binge drinking increased with grade level, reaching 28% among Grade 12 students.

Research suggests that alcohol availability and visibility can influence social norms related to alcohol use.⁴ Community events where alcohol consumption is visible may reinforce perceptions that drinking is a routine and expected part of social gatherings and celebrations. Municipalities may wish to consider whether alcohol service aligns with the purpose and intended audience of events designed primarily for children, youth, and families.

Event Oversight

Traditional licensed events typically include safeguards intended to promote responsible alcohol consumption. Individuals involved in the sale, service, or delivery of alcohol are generally required to complete provincially approved responsible liquor sale, service, and delivery training.⁶⁻⁷

At BYOB events, attendees bring their own alcohol. As a result, there may be fewer opportunities to monitor consumption levels, intervene when individuals become intoxicated, or limit alcohol service.

Municipalities may wish to consider the implications of reduced oversight, including:

- excessive alcohol consumption;
- alcohol-related injuries;
- aggressive or disruptive behaviour;



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- impaired driving; and
- increased demands on emergency and enforcement services.

Mitigation Strategies

Should municipalities choose to permit BYOB events, the Northwestern Health Unit recommends implementing measures to reduce potential harms and support community safety, including:

- Updating Municipal Alcohol Policies to address BYOB events, including eligibility criteria, approval processes, and organizer responsibilities;
- Considering whether BYOB events are appropriate for family-oriented settings and carefully selecting locations where alcohol consumption will be permitted;
- Requiring event organizers to implement appropriate risk management measures, including plans for monitoring and responding to intoxication;
- Supporting safer transportation through designated driver initiatives, safe ride options, and impaired driving prevention messaging; and
- Monitoring alcohol-related incidents and periodically evaluating municipal policies and event outcomes.

RECOMMENDATION

That municipalities consider whether permitting Bring Your Own Alcoholic Beverage (BYOB) events aligns with local priorities for community safety and well-being.

Based on the available evidence regarding alcohol availability and alcohol-related harms, the Northwestern Health Unit does not support the expansion of alcohol availability through BYOB events.

Should municipalities choose to permit BYOB events, the Northwestern Health Unit recommends implementing evidence-informed mitigation measures to reduce potential alcohol-related harms.

CONCLUSION

Recent provincial changes provide municipalities with new authority to permit alcohol consumption at designated community and cultural events.

From a public health perspective, increased alcohol availability is associated with increased alcohol consumption and alcohol-related harms. Community events where alcohol consumption is visible may reinforce perceptions that drinking is a routine and expected part of social gatherings and celebrations, including among children and youth.



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BYOB events differ from traditional licensed events in that they may reduce opportunities to monitor alcohol consumption and intervene when individuals become intoxicated.

The Northwestern Health Unit therefore does not support the expansion of alcohol availability through BYOB events. Should municipalities choose to permit BYOB events, implementing evidence-informed mitigation measures may help reduce potential harms and support community safety and well-being.



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REFERENCES

1. Government of Ontario. (2026, March 20). *Ontario Expanding Bring Your Own Alcohol to More Outdoor Events*. Government of Ontario. Available at: [Ontario Permitting “Bring-Your-Own” Alcoholic Beverages at Outdoor Public Events | Ontario Newsroom](#)
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Avoid the Hangover: Municipal Risk Tips for Ontario's BYOB Rules

The Ontario government has expanded “bring-your-own” alcohol (BYOB) event permits to include municipally designated cultural or community outdoor public events, such as:

- Farmers' markets
- Movie screenings
- Art exhibits
- Neighbourhood festivals

The BYOB permit system was updated by O. Reg. 1/26 which takes effect on April 30, 2026. On this date, event organizers in participating municipalities can begin applying for the permits through the Alcohol and Gaming Commission of Ontario (AGCO).

This is not a blanket legalization of public drinking. Only designated event areas may allow BYOB consumption, only adults 19+ may bring alcohol and events must meet the definition of a cultural or community outdoor event as determined by municipal processes.

Under Ontario's new BYOB framework, municipalities must take these specific steps before any event organizer can apply for a bring your own alcohol permit:

1. Pass a bylaw permitting alcohol consumption in public spaces

Municipalities must have a bylaw authorizing alcohol use in public spaces. If they do not already have one, they must pass one.

2. Establish a local process to determine eligible events

Municipalities must create a local approval framework that defines what qualifies as a community or cultural outdoor event and determines which events may apply for BYOB authorization.

3. Enable organizers to apply to the AGCO

Once Steps 1 and 2 are complete, event organizers in that municipality can apply through the AGCO for BYOB event permits.

The Risks and Rewards of BYOB

Expanding BYOB to cultural and community events has both risks and rewards. Potential rewards include:

Increased Accessibility and Affordability

Allowing attendees to bring their own wine, beer, or non-alcoholic specialty beverages can:

- Reduce costs for low-income participants.
- Make events more inclusive by eliminating reliance on expensive licensed vendors.
- Encourage attendance at smaller community-run events that cannot afford a liquor licence or bar service.

Reward: Event participation may become more socio-economically diverse, and cultural organizations may see higher turnout.

Support for Grassroots and Volunteer Run Events

Small organizations often find alcohol licensing to be:

- Expensive
- Bureaucratically complex
- Intimidating for volunteers

A regulated BYOB framework can empower:

- Local arts collectives
- Neighbourhood associations
- Cultural heritage groups

Reward: The result may be more vibrant community programming and reduced administrative burden.

Safer Consumption Through Personal Responsibility

When people bring their own alcohol:

- They tend to consume familiar beverages in familiar quantities.
- There is less pressure to “get their money’s worth” compared to paid bar service.
- It may reduce heavy consumption driven by event-time promotions.

Reward: This could create a lower risk of binge drinking relative to open, unregulated service.

Economic Benefits for Local Producers

Participants often bring:

- Local craft beer
- Regional wine
- Specialty non-alcoholic beverages (a growing market)

Reward: Events can encourage BYOB guidelines such as “support local producers,” giving microbreweries and wineries indirect promotional value.

Cultural Expression

In some communities, sharing homemade or culturally significant beverages is a form of:

- Heritage expression
- Community bonding
- Celebration of cultural identity

Reward: Allowing BYOB can enhance the authenticity of cultural events.

There are also potential risks municipalities should be aware of, such as:

Enforcement and Liability Challenges

Without a licensed server (e.g., Smart Serve–trained staff):

- Overconsumption is harder to monitor.
- Event organizers may shoulder increased liability risk.
- Staff or volunteers may not know how to intervene in intoxication scenarios.

Risk: Increased exposure to civil liability or insurance issues.

Difficulties Controlling the Environment

BYOB can complicate:

- Age verification, since alcohol does not pass through a controlled point of sale.
- Limits on quantity brought in.
- Enforcement of restrictions on high proof alcohol or homemade beverages.

Risk: Increased possibility of underage access or unsafe beverage types.

Public Safety & Disorderly Conduct

At large festivals or public-facing events:

- BYOB may increase tailgating, open container behaviour, and intoxication in non-designated areas.
- Police may find it harder to manage alcohol-related disturbances.

Risk: Strain on policing and security resources.

Insurance and Compliance Costs

Even though BYOB reduces licensing costs, insurers may:

- Require additional event liability riders.
- Increase premiums due to perceived elevated risk.

Risk: Financial barriers may shift rather than disappear.

Inconsistent Compliance Across Event Types

A uniform BYOB policy may not fit every venue. For example:

- Indoor venues differ from parks.
- Family-oriented cultural events differ from adult-focused celebrations.

Risk: Patchwork implementation may confuse organizers and attendees.

Key Considerations for Policymakers

When a municipality provides a formal “Municipal Designation” to support a BYOB Event Permit under the AGCO framework, it may create a degree of perceived or shared risk exposure, even where the event is held on private or third-party property and the municipality is not the organizer. Liability on the municipality may depend on the specific facts, including the municipality’s level of

involvement, due diligence undertaken, and whether it exercised reasonable care in granting the designation.

If a jurisdiction is contemplating expanding BYOB rules, the following mechanisms can offset risk:

- Mandatory event registration (e.g., notifying the regulator even if no licence is required).
- Maximum alcohol volume per person (e.g., one bottle of wine or 6-pack per adult).
- Mandatory use of designated consumption areas with clear signage.
- Establish thresholds for event size and capacity limits (e.g., higher requirements for larger or higher-risk events).
- Requirement for security or trained sobriety monitors for events over a certain size and notify local police or bylaw enforcement about the event.
- Clear liability allocation between organizers and attendees.
- BYOB rules tied to non-commercial events only (to avoid replacing licensed venues).
- Promotion of non-alcoholic alternatives to encourage moderation.
- Implement ID checks at entry points to address underage drinking risks.
- Provide clear signage outlining rules, including no alcohol for minors and hours of consumption.
- Promote safe transportation options such as rideshares and taxis.
- Ensure alignment with applicable legislation, such as the *Liquor Licence and Control Act*.
- Implement a standardized review process for designation requests. Require sufficient information about the event, including site plans, security, alcohol management, and emergency procedures.
- Maintain records demonstrating the municipality's review and rationale for granting designation.
- Ensure agreements with event organizers clearly outline responsibilities for supervision, enforcement, insurance, and indemnification. Require the event organizer to carry appropriate liability insurance, including coverage for alcohol-related exposures and ensure the municipality is named as an additional insured.

Takeaway

Expanding BYOB regulations to cultural and community events offers real benefits: lower barriers for small organizations, increased access and inclusion, and culturally meaningful participation. However, the risks—especially around enforcement, liability, and public safety—require careful regulatory design. A hybrid approach that permits BYOB under defined, manageable conditions can preserve the benefits while minimizing the potential harms.

Resources

<https://news.ontario.ca/en/release/1007175/ontario-permitting-bring-your-own-alcoholic-beverages-at-outdoor-public-events>

<https://www.cbc.ca/news/canada/toronto/ontario-alcohol-rules-changing-9.7131958>

<https://learnontario.ca/ontario-byob-event-permits-april-30/>

ADMINISTRATIVE REPORT

Subject: Committee of the Whole

Date: June 22, 2026

To: Mayor and Council

From: Chelsea Greig, Municipal Clerk

Item Number: AR-26-1100



ISSUE:

For Council to consider reinstating Committee of the Whole.

RECOMMENDATION:

THAT Council receive Report AR-26-1001 titled "Committee of the Whole";

AND THAT Council direct Administration to bring a draft Procedural By-Law amendment to the next meeting of Council which: (choose option(s))

1. Embeds COW into the Regular Council agenda

BACKGROUND:

Informally, Committee of the Whole (COW) has landed on the Office of the Clerk's desk to bring forward to Council. This has been brought forward by:

- CAO direction
- Informal discussion from Council (bringing up COW at strategic planning, and to Administration)
- Majority support from Senior Leadership table

At the Senior Leadership table, there is a desire to introduce COW back now, and have the meetings in place prior to the new term of Council.

The purpose of COW is to have open, less-formal discussion than what's allowed at Council. Members of Council and Administration can talk through reports and decisions which require more discussion before the decision lands at the Regular Meeting of Council.

Per Council's current Procedural By-Law, Council only has two opportunities to speak on an item, capped at three minutes at a Regular Council Meeting. It may be worth mentioning that Council also has the option of using the motion "To suspend the rules of procedure", however this has never been invoked, and may not amply prepare Administration if used without prior notice.

Up until mid-2023, Council had the following in place:

- Committee of the Whole

Committee of the Whole

- Five Executive Committees:
 - Economic Development Executive Committee
 - Planning and Development Executive Committee
 - Community Services Executive Committee
 - Administration and Finance Executive Committee
 - Operations and Facilities Executive Committee

Consultants KPMG undertook a [full governance review](#), which amounted to \$73,142. This review led to the Executive Committees being dissolved. It's important to note that this review did provide Council three options (only 2 were provided in Administration's recommendation):

- 1 Regular Council Meeting per Month, and 1 COW per Month.
- 2 Regular Council Meetings per Month
- Keep all meeting types (Regular, COW, Executive) but reduce frequency of meetings (this option was not provided in the recommendation)

This is what Council agreed to (with Councillor Brunetta being the sole member who voted for the COW alternative):

#217: *THAT Council at its meeting of May 23, 2023 received the final report from KPMG relating to the Governance Review project that provided 14 recommendations to improve the Governance Structure, Governance Roles and Governance Processes;*

AND THAT Based on the recommendation Council approve the following

New Governance Structure:

Option 2 Dissolve the Executive Committees

Move to:

2 Regular Council Meeting per Month

Rationalize the number of Advisory Committees

Governance Roles:

Promote opportunities for ongoing training and education for Elected Officials.

Governance process:

Create/update Terms of Reference for all committees.

Update the Procedural Bylaw.

Develop the Delegation of Authority Bylaw.

Update the Strategic Plan.

Update staff report to link all decisions to strategic plan, policies, financial implications.

Develop process to review policies on an ongoing basis.



Committee of the Whole

Develop a process to approve agenda items.

Review the process and timing of agenda publication.

Review and update the complaint policy for citizens to voice their concerns.

Develop a process to receive feedback on closed service requests.

Ensure compliance with closed meeting legislation e.g., incamera meeting minutes are captured.

The following has been considered by the Office of the Clerk and Administration in providing the final recommendation:

In regards to **Executive Committees**:

- The KPMG report's three options eliminated executive committees for 2/3 options.
- Executive Committees increase Council workload and may make 'recruitment' for Council members who are diverse in age or lifestyles more difficult.
- Executive Committees increase employee workload.
- Specific portfolios of committees is beneficial, bringing expertise to the table.

In regards to **Committee of the Whole**:

- The KPMG report's three options only eliminated COW for one option.
- The rotational Regular Meeting and COW (1 each per month) may not be enough for decision-making, ie. an award of tender would take 1 month instead of 2 weeks.
- COW meetings increase Council workload.
- COW meetings increase employee workload.

Other considerations:

- Any changes made by Council now, are making decisions for the 2026-2030 term of Mayor and Council.
- Council may enter Lamé Duck in August.
- Current members of the public campaigning/wishing to campaign for the 2026 Municipal Elections may be doing so based on current schedule.
- 2026-2030 term of Council may have different wants in their governance structure as well as schedule.
- It was with the removal of Executive Committees and Committee of the Whole which allowed the Town to create the Communications department. New advisory and ad-hoc committees were introduced in 2025 and 2026. Any further increase in Committees would lead to the evaluation of staffing in the Office of the Clerk.

There is precedent of a COW option which would not be very burdensome on capacity, would not affect the current schedule, and that Senior Leadership is very supportive of. The option being brought forward is to embed the COW into a Regular Meeting of Council. This:

- does not contradict the 2023 Governance Review



Committee of the Whole

- does not increase the number of meetings for Council and Administration
- would be very easy to implement

Here's how it would work:

- Each agenda would now have a "Committee of the Whole" heading, much like In-Camera/Closed
- Administration would have discretion on their report landing in the COW session or under regular administrative reports
- During the meeting, Council can refer reports to that agenda's COW section, or to a subsequent meeting's COW section by motion and majority vote
- Council, Administration, and any other attendees may proceed to the Committee Room for COW
- Any recommendations/motions needing to be made would be voted on once returning to the Council Chambers when reporting out

This change would require an amendment to the Procedural By-Law, which requires Public Notice. Here's the schedule:

- June 22nd - Council makes decision on what amendment to bring forward
- July 13th - Draft Procedural By-Law amendment brought forward for review and necessary revisions
- August 10th - By-Law amendment authorized
- September 14th (or other chosen date) - First meeting of Committee of Whole

There are two other options for COW which will be provided under **Analysis/Options**.

Executive Committees or having the COW be a standing meeting on its own (ie. 2 Council meetings, 1 COW meeting per month) are not being recommended at this time due to it being a large decision impacting schedules, realistically affecting only the next term of Council. Any great impacts on workloads and scheduling for the next term of Council should only be made by that term. Administration is also confident that the recommendation of embedding COW in the regular agenda would be beneficial to the Council decision-making process, and due to it's ease in implementing, is well worth trying before further discussion on other avenues.

ANALYSIS/OPTIONS:

OPTION A -

The Recommendation:

THAT Council receive Report AR-26-1001 titled "Committee of the Whole";

AND THAT Council direct Administration to bring a draft Procedural By-Law amendment to the next meeting of Council which: (choose option(s))

1. *Embeds COW into the Regular Council agenda*
2. *Replacing the second Regular Council meeting per month with COW (requires a reconsideration)*
3. *Introducing an Ad-Hoc COW*
4. *Have two Regular Council meetings per month, one COW per month*
5. *Reintroduce Executive Committees (requires a reconsideration)*



Committee of the Whole

Notes on Option A:

Options 4 and 5 are not recommended to be made by this term of Council at this time, due to the substantial impacts it'd put on the next term.

There is a consensus from Senior Leadership with #1 being most preferred due to minimal impacts.

#2 would reduce regular meetings to 12 per year, which would be a big adjustment for Administration, ie. in scheduling tenders and awarding.

#3 would only meet as necessary, acting like Special Meetings.

OPTION B -

Make no changes

Defeat the current motion. This is a suggestion on what could be put on the floor:

THAT Council receive Report AR-26-1001 titled "Committee of the Whole" for information only.

OPTION C -

Provide alternate recommendation

If Council would like to introduce another structure than what has been brought forward, they may do so. Here's what that could look like:

- If choosing an alternate COW schedule, amend the motion by adding an option "6" and stating what it is.

INTERNAL AND EXTERNAL CONSULTATION:

CAO

Senior Leadership (multiple opportunities and roundtable discussions)

Review of other municipality practices

Governance Review

ADMINISTRATIVE REPORT

Subject: Community Safety Well-Being Plan

Date: June 22, 2026

To: Mayor and Council

From: Chelsea Greig, Municipal Clerk

Item Number: AR-26-1112



ISSUE:

Mayor and Council are asked to consider the Community Safety and Well-Being Plan as reviewed, approve its use, and direct Administration to continue with revision of the plan.

RECOMMENDATION:

Recommendation: THAT Council review the Community Safety and Well-Being Plan for the Rainy River District;

AND THAT Council approve and adopt the Community Safety and Well-Being Plan;

AND THAT Administration be directed to undertake an update of the Plan, with the revised Plan to be presented to Council within 18 months.

STRATEGIC PLAN ALIGNMENT:

Quality of Life

1. Initiatives for Community Safety

Partnerships

2. Initiatives for Nurturing Healthy Community and Providing Services for the Community

BACKGROUND:

Administration has an outstanding resolution:

Resolution 716:

THAT Council direct Administration to undertake a review of the current status of the Community Safety and Wellbeing Plan. (CSWP)

Under the *Community Safety and Policing Act, 2019*, Part XVI Community Safety and Well-Being Plans, Section 248 (1) "Every municipality shall prepare and, by resolution, adopt a community safety and well-being plan."

Community Safety Well-Being Plan

Our last plan was passed October 25, 2021. Per *O. Reg. 414/23: Community Safety and Well-Being Plans - Publication and Review*, the plan is to be reviewed by municipal council, and if appropriate, revise its plan within four years.

- The Clerks of the Rainy River District had two meetings in fall 2025 to discuss renewal of the plan.
- The CAO and Clerk met with the District of Rainy River Services Board (DRRSB) who were agreeable to continue to be part of the Plan and its revision.
- The DRRSB was brought in to email discussions with the District Clerks.
- The DRRSB met with the Town of Fort Frances and another district-municipality May 2026 to discuss the plan review.
- These three bodies have found some internal staff support to begin the revision and assist with coordination.

In discussion with the DRRSB, who is very familiar with this process and funding, the proposed motion to Council was built off of their recommendation. They advised that other municipalities are eligible for provincial funding for the undertaking of revision of their plans. This provincial funding is reliant on having a current approved CSWP. If Council reviews and approves the 2021 original plan, this is a checkmark for eligibility. As an example of what funding could be used for, a CSWP Coordinator could be contracted and employed to coordinate the mandated Committee members and do the necessary engagement and work for completion of the plan's revision.

Administration is asking that Council approves the enclosed 2021 version of the plan as reviewed, and that direction be provided to continue revision. This not only aids the Town in meeting eligibility for provincial funding, but meets our legislative requirements.

INTERNAL AND EXTERNAL CONSULTATION:

- District municipalities
- DRRSB

SUPPORTING DOCUMENTS:

[CSWB Plan RRD v4 w logo](#)

Community Safety and Well-Being Plan for the Rainy River District



Prepared By: Rainy River District Social Services Administration Board Staff

Jamie Petrin, Community Engagement Coordinator (Homelessness)

Sandra Weir, Integrated Services Manager (Housing and Homelessness)

Reviewed By: Dan McCormick, CAO

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A) Preamble:

The Rainy River District has a population of 20,110 (2016) with a land mass of 15,473 km². The average population density in the district is 1.4 persons per km². The district includes ten municipalities, nine First Nations as well as a vast area of unincorporated land or Townships Without Municipal Organization (TWOMO).

District policing is provided by the Ontario Provincial Police and the Treaty #3 Police Service.

This Community Safety and Wellbeing plan has been endorsed by resolution of the ten municipalities within the Rainy River District including:



- Town of Rainy River
- Township of Dawson
- Township of Lake of the Woods
- Township of Morley
- Township of Chapple
- Town of Emo
- Township of LaVallee
- Township of Alberton
- Town of Fort Frances
- Town of Atikokan



B) Executive Summary

The Rainy River District Community Safety and Well-Being Plan is a composite plan to address root causes of crime and social disorder across the ten municipalities comprising the Rainy River District.

The plan was created with the use of public surveys and the support of an Advisory Committee of district stakeholders. Unfortunately, face to face consultations were not possible due to COVID-19 restrictions. Three priority areas were identified that affect all municipalities including Mental Health, Addictions/Substance Abuse and Housing & Homelessness issues. Once these priority areas were identified, three planning groups were created 1) Mental Health, 2) Addictions/Substance Abuse and 3) Housing & Homelessness.

For each of these priority areas, **Table 4 – L) Plans to Address Priority Risks** (pages 12-17) provides an overview of the vulnerable groups, risk factors, protective factors, activities, immediate outcomes, intermediate outcomes and long-term outcomes as determined by the three planning groups.

The creation of this plan is only a first step. The district stakeholders, community partners, advisory committee and planning and implementation committees must make a concerted effort continue to work together to address the identified issues with the setting of strategic goals, timelines for implementation and the creation of a monitoring and reporting structure. Only by working together across the district will we see improvements to the health and wellbeing of our communities and our residents.

C) Background:

Community Safety and Well-Being Plans have been legislated under the Police Services Act to be completed and adopted by every Municipality in Ontario effective July 1, 2021 in order to address the root causes of crime and social disorder. The ten municipalities that are located within the Rainy River District have opted to complete a regional plan pertinent to all municipalities as opposed to standalone plans in order to maximize efficiency. The ten municipalities this plan encompasses includes: Alberton, Atikokan, Chapple, Dawson, Emo, Fort Frances, Lake of the Woods, LaVallee, Morley and Rainy River. The Rainy River District Social Services Administration Board (RRDSSAB), which has a representative from each of the ten municipalities, was requested to complete a regional plan on behalf of the ten municipalities comprising the Rainy River District. This request was supported by a resolution of the RRDSSAB. The members recognized the similarities of issues/concerns in their municipalities, the lack of resources to complete the plan in-house and the ability to create a comprehensive district wide plan at a reduced cost and lesser impact on staff.

The goal of community safety and well-being planning is reaching “the ideal state of a sustainable community where everyone is safe, has a sense of belonging, opportunities to participate, and where individuals and families are able to meet their needs for

education, health care, food, housing, income, and social and cultural expression.” (Ministry of Community Safety and Correctional Services, 2018, p. 59).

It is more than just crime prevention – it is about addressing the risks that lead individuals to crime and taking a hard look at the social issues and inequalities that create risk in the first place.

-(Ministry of Community Safety and Correctional Services, 2018, p. 12).

Undertaking in this type of planning involves working with a wide range of organizations and sectors to create and implement strategies that are evidence-based to address locally-derived priority areas where community safety and well-being could be improved.

Recognizing that society is unable to arrest their way out of complex social issues, municipalities have been tasked with the requirement of completing these plans. In order “to address the root causes of crime, victimization and complex social issues, we also need to focus on social development, prevention and risk intervention using an integrated approach.” (Ministry of Community Safety and Correctional Services, 2018, p. 2). The success of a community safety and well-being plan hinges on the involvement of multiple sectors working together to create sustainable solutions. As such, the Rainy River District Social Services Administration Board has put together an advisory committee including senior representatives across sectors including: Housing, Justice, Education, Mental Health, Social Services, Health, Youth and Municipalities.

The main requirements of a CSWB plan are:

- a) Establishing an advisory committee inclusive of, but not limited to: representation from the local police service board, the LHIN or health/mental health services, educational services, community/social services, community/ social services to youth and custodial services to youth.
- b) Conducting consultations with the advisory committee, members of the public including youth, members of racialized groups and First Nations, Metis and Inuit communities, as well as community organizations that represent these groups.
- c) Identifying local priority risk factors based on community consultations and multiple sources of data.
- d) Including evidence-based programs and strategies to address those priority risk factors.
- e) Measurable outcomes with associated performance measures to ensure that the strategies are effective and outcomes are being achieved.

D) Advisory Committee Membership:

Atikokan Family Health Team	Rainy River District Social Services Administration Board
Atikokan General Hospital	Rainy River District Victim Services Program
Canadian Mental Health Association	Riverside Community Counselling
Fort Frances Tribal Area Health Services	Riverside Health Care Facilities
Kenora Rainy River Districts Child and Family Services	Seven Generations Education Institute
Metis Nation of Ontario	The Northwest Catholic District School Board
Northwestern Health Unit	Town of Fort Frances
Ontario Provincial Police	Town of Rainy River
Rainy River District School Board	United Native Friendship Centre

Table 2

Coordinators:

Jamie Petrin, Community Engagement Coordinator (Homelessness)
Sandra Weir, Integrated Services Manager (Housing and Homelessness)

E) Municipal Community Risk Assessments

Municipal Fire Departments have been legislated by the Ontario Fire Marshal and Emergency Services to complete Community Risk Assessments. Municipalities may also refer to these documents when considering community safety, although the purpose of the Community Safety and Well-Being plan focuses primarily on social issues.

F) Reconciliation Considerations

Where possible, activities selected were made with the Truth and Reconciliation Commission's recommendations in mind. Systemic discrimination and racism, while not explicitly identified as a priority risk area for purposes of this plan, are considered priorities built into the activities that the plan covers.

G) Provincial framework:

Community Safety and Well-Being Planning "requires less dependence on reactionary, incident-driven responses and re-focusing efforts and investments towards the long-term benefits of social development, prevention and in the short term, mitigating acutely elevated risk." (Ministry of Community Safety and Correctional Services, 2018, p. 4)

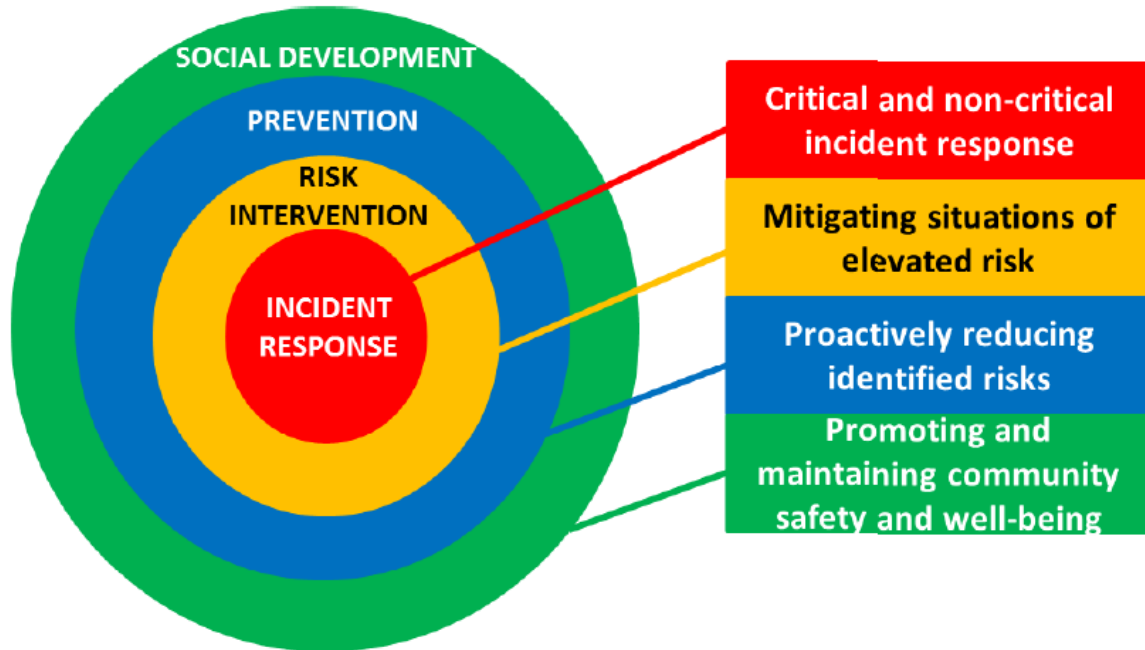


Table 3

H) Community Background:

According to Census data obtained from the 2016 Census, the Rainy River district has seen a population decline overall of -1.3% from the 2011 Census. It is also an aging community, with the largest subset of population sitting in the age 40-59 range. Half of all communities had the largest subset of population in the 60+ age range.

The most cited countries of birth for non-Canadian born residents district-wide were the United States and the United Kingdom. Only 1% of the population in the district identifies as a visible minority. 27% of all households identify as having aboriginal ancestry.

13.7% of households fell into the low-income category and the median income among individuals is \$33,928. The participation rate in the labour force of 59.7% is below the provincial average of 64.7%. The unemployment rate of 9.1% is above the provincial average of 7.4%.

In terms of education, 29% of all households listed secondary school as their highest level of education achieved, with an additional 47% having listed post-secondary as their highest level of education achieved. Approximately 24% of the population was identified as having no educational certificate. This figure is above the provincial average of 17.5%.

Of 8430 households in the Rainy River district, over 75% are owned. An additional 20.9% are rented and just under 4% are neither rented nor owned (i.e. Band housing).

I) Community Engagement:

Two surveys were launched in order to engage with the community and assist in identifying priority risk areas to focus on. A public survey took place February 16-March 16, 2021 that was available in print, large-font print and on the web. It was advertised on Facebook, in the Fort Frances Times, the Atikokan Progress and on 93.1 The Border, as well as on the Facebook pages of partners. As well, community partners were encouraged to share it within their professional networks.

To target vulnerable populations, service providers were asked to offer surveys to clients and patients, and surveys were encouraged at the Out of the Cold warming center.

A youth-specific survey took place March 22-April 5, 2021 that was available online and in print available at all elementary and secondary schools within the Rainy River District, as well as with Kenora-Rainy River District Child and Family Services' Mental Health Team. The general survey was completed by 837 individuals and the youth survey was completed by 62 individuals.

J) Priority Risks:

The Advisory Committee identified the following risks through local data sets collected and community consultations:

1. Mental Health

- According to the Northwestern Health Unit's Child and Youth Mental Health Outcomes report, "the mortality rate from suicide in the 15-24 age group in the Northwestern Health Unit area was eight times as high as the provincial rate." The report also noted, "The population aged 10-24 in the Northwestern Health Unit area has higher rates of hospitalization from mental and behavioural disorders compared to the province." (Lunny & Jibb, 2017, p.3).
- Mental health is one of the leading causes of contact for the Mobile Crisis Response Team and is within the top three community safety and well-being risk categories for the Fort Frances Situation Table.
- Mental Health was listed as top cited priority in both the general community consultation survey as well as the youth survey.
- This risk factor has also been deemed as a top priority with the newly established Rainy River District Ontario Health Team (RRDOHT).

2. Addictions/Substance Abuse

- According to the Northwestern Health Unit's Child and Youth Mental Health Outcomes report, "hospitalization from mental and behavioural disorders caused

by substance misuse...was twice as high as the provincial rate.” (Lunny & Jibb, 2017, p.3).

- Police reported an overall increase in drug-related charges including possession and trafficking between 2018-2020.
- Substance abuse issues is listed as the top community safety and well-being risk category at the Fort Frances Situation Table and is the top reason for contact with the Mobile Crisis Response Team.
- Similarly to Mental Health, this issue has been deemed a priority by the Rainy River District Ontario Health Team (RRDOHT).

3. Housing/Homelessness:

- The 2018 Homeless Enumeration of the Rainy River district identified 111 individuals in Fort Frances and Atikokan to be on the homelessness spectrum. (Petrin, 2018, p.2)
- According to the Northwestern Health Unit, the number of private dwellings needing major repairs are more than double the provincial figure. Additionally, “statistics indicate that about 1 in 6 households in the catchment area are spending a third or more of their income on shelter costs. A high shelter-cost-to-income ratio indicates that people have less money to spend on other needs such as food, utilities, transportation and other necessities.” (2016, p.3)

K) Implementation Teams:

a) Mental Health Implementation Planning Group

- Purpose: To address mental health struggles of individuals as it relates to community safety and well-being in the Rainy River district.
- Membership: This group is comprised of members of the advisory committee and additional representatives of organizations with a mandate to or service provision of mental health services. Specifically, membership consists of:
 - Rainy River District Social Services Administration Board
 - Atikokan Community Counselling
 - Canadian Mental Health Association
 - Riverside Community Counselling
 - Ontario Provincial Police
 - Kenora-Rainy River Districts Child and Family Services
 - Atikokan Family Health Team

- The Northwest Catholic District School Board
- Fort Frances Tribal Area Health Services
- Atikokan Native Friendship Centre
- Weechi-it-te-win Family Services

b) Addictions and Substance Abuse Implementation Planning Group

- Purpose: To address addictions and substance abuse struggles of individuals as it relates to community safety and well-being in the Rainy River district.
- Membership: This group is comprised of members of the advisory committee and additional representatives of organizations with a mandate to or service provision of substance abuse and addictions programming. Specifically, membership consists of:
 - Rainy River District Social Services Administration Board
 - Canadian Mental Health Association
 - Riverside Community Counselling
 - Ontario Provincial Police
 - Kenora-Rainy River Districts Child and Family Services
 - Atikokan Family Health Team
 - Fort Frances Tribal Area Health Services
 - Atikokan Native Friendship Centre
 - Atikokan Community Counselling
 - Weechi-it-te-win Family Services
 - Mino Ayaa Ta Win Healing Center

c) Housing and Homelessness Implementation Planning Group

- Purpose: To address housing and homelessness as it relates to community safety and well-being in the Rainy River district.
- Membership: This group is comprised of members of the advisory committee and additional representatives of organizations with a mandate to or service provision of housing and homelessness programming. Specifically, membership consists of:
 - Rainy River District Social Services Administration Board
 - Northwest Community Legal Clinic

- Town of Rainy River
- Town of Fort Frances
- Rainy River District Women's Shelter of Hope
- Nelson House Supportive Housing
- Canadian Mental Health Association
- United Native Friendship Centre
- Atikokan Native Friendship Centre
- Riverside Health Care Facilities
- Rainy River District Victim Services Program

L) Plans to Address Priority Risks:

Priority Risk #1: Mental Health	
VULNERABLE GROUPS:	<ul style="list-style-type: none"> • Individuals experiencing homelessness • Individuals struggling with mental health issues • Youth • Adults • Individuals struggling with addictions • Indigenous women
RISK FACTORS:	<ul style="list-style-type: none"> • Mental Health- persons with diagnosed mental health problem • Mental Health- persons with suspected mental health problem • Self-Harm- persons have engaged in self-harm • Self-Harm- persons have threatened self-harm • Suicide- persons are current suicide risk
PROTECTIVE FACTORS:	<ul style="list-style-type: none"> • Access to/availability of cultural education • Caring school environment • Access to/availability of resources, professional services and social supports
ACTIVITIES:	<ul style="list-style-type: none"> • Advocate for safe and affordable housing stock builds (social development) • Establish mental health and addictions steering group that focuses on the lifespan to reduce the disconnect between child, youth, adult and geriatric services. Any oversight group should include lived-experience and report information up to the Ontario Health Team Group (social development) • Community education of indigenous healing/ practices (social development) • Cultural capacity-building for community and service providers (social development) • Implement and share community baseline data to move toward measurement-based care (social development) • Combine mental health and addictions oversight to provide holistic care (social development) • Advocate for funds for safe space for youth (social development)

<p>ACTIVITIES CONTINUED</p>	<ul style="list-style-type: none"> • Development of Memorandums of Understanding between community partners to support mental health collaboration (social development) • Develop an inventory of services that all providers are aware of and provides clear understanding of what each other does (prevention) • Implement “no door is the wrong door” through every service sector (prevention) • Provision of service provider engagement sessions (using such avenues as Interagency) (prevention) • Support an awareness campaign for mental health with wide reach (prevention) • Attendance of such community events as health fairs (prevention) • Post-pandemic face-to-face access for individuals throughout lifespan who require services or supports and choose face-to-face (risk intervention and incident response) • Educate care providers in trauma-informed care across the lifespan and multi-sectoral participation and engagement (risk intervention) • Support interdisciplinary and multi-sectoral program teams (e.g. mobile outreach teams including such partners as nurse, nurse practitioner, case manager, peer support to meet people where they are at) (incident response) • Educate partners on what regional specialized programs exist, their methods and criteria. (incident response) • Develop protocols that will enable families transportation to return home (e.g. child leaving community for specialized treatment) (incident response)
<p>IMMEDIATE OUTCOMES:</p>	<ul style="list-style-type: none"> • Service users connected to appropriate service
<p>INTERMEDIATE OUTCOMES:</p>	<ul style="list-style-type: none"> • Youth having a safe space to go to • Reduced stigma of mental health issues • Mental health sufferers connected and engaged in community
<p>LONG-TERM OUTCOMES:</p>	<ul style="list-style-type: none"> • Engaged and educated public • Engaged and educated service providers/ community partners • Improved community safety and well-being due to improved regional responses to mental health issues

Priority Risk #2: Addictions and Substance Abuse	
VULNERABLE GROUPS:	<ul style="list-style-type: none"> • Individuals struggling with substance abuse issues • Individuals struggling with mental health issues • Youth • Youth age 16-18 transitioning out of foster care • Adults • Individuals experiencing homelessness
RISK FACTORS:	<ul style="list-style-type: none"> • Basic Needs- Persons unable to meet own basic needs • Antisocial/Negative Behaviour-persons exhibiting antisocial/negative behaviours (non-criminal) • Poverty- Persons living in less than adequate financial situation • Physical Health- General Health Issues • Alcohol Abuse- Alcohol abuse by persons • Drugs- Drug abuse by persons • Housing- Persons not having access to appropriate housing
PROTECTIVE FACTORS:	<ul style="list-style-type: none"> • Access to/ availability of cultural education • Caring school environment • Access to/ availability of resources, professional services and social supports
ACTIVITIES:	<ul style="list-style-type: none"> • Advocate for regional partnerships (e.g. detox) (social development) • Advocate for expanded detox bed availability (social development) • Creation of a mental health and addictions steering committee (social development) • Engage youth to find healthy recreational opportunities for youth other than sports (social development) • Explore a youth hub in all communities (social development) • Advocate for land-based activities and cultural engagement activities (social development) • Advocate for more housing stock including housing with supports such as transitional housing (social development)

<p>ACTIVITIES CONTINUED:</p>	<ul style="list-style-type: none"> • Educating partners to provide culturally-informed service (social development, prevention) • Engage a facilitator who specializes in addictions and community development (social development) • Advocate for safe injection sites (prevention, risk intervention and incident response) • Conduct community awareness campaign around substance abuse (prevention) • Advocate for expanded peer support programs (e.g. Northwestern Health Unit's program) (prevention) • Provision of baseline education for all service providers around substance abuse (prevention) • Support appropriate partners to encourage safer access to supplies (incident response)
<p>IMMEDIATE OUTCOMES:</p>	<ul style="list-style-type: none"> • Fewer opioid overdoses
<p>INTERMEDIATE OUTCOMES:</p>	<ul style="list-style-type: none"> • Detox services more readily available • Youth feeling supported • Housing available for people living with substance abuse issues
<p>LONG-TERM OUTCOMES:</p>	<ul style="list-style-type: none"> • Engaged and educated community/public • Educated service providers • Improved community safety and well-being due to improved regional responses to substance abuse

Priority Risk #3: Housing and Homelessness	
VULNERABLE GROUPS:	<ul style="list-style-type: none"> • Individuals experiencing homelessness • Individuals struggling with mental health issues • Individuals struggling with addictions • Youth age 16-18 transitioning out of foster care • Individuals becoming institutionalized due to lack of existing supports (ALC patients)
RISK FACTORS:	<ul style="list-style-type: none"> • Housing- persons not having access to appropriate housing • Poverty- persons living in less than adequate financial situations • Basic needs- persons unable to meet own basic needs
PROTECTIVE FACTORS:	<ul style="list-style-type: none"> • Availability of ongoing financial supplement
ACTIVITIES:	<ul style="list-style-type: none"> • Conduct a community education initiative around homelessness (social development, prevention) • Conduct outreach to form community partnerships (social development) • Establish safe, affordable housing with supports on-site (e.g. supportive/ transitional housing) for adults and youth (social development) • Support of stabilization program (social development, prevention) • Completed housing service map (prevention, risk intervention, incident response) • Partnership with schools and social service agencies to provide education to youth (prevention) • Educate landlords on housing youth (prevention) • Tenant education campaign (prevention, risk intervention) • Conduct homeless enumeration (incident response) • Establish by-name list (incident response) • Establish Housing First program (incident response)
IMMEDIATE OUTCOMES:	<ul style="list-style-type: none"> • Active knowledge of homelessness data

IMMEDIATE OUTCOMES CONTINUED:	<ul style="list-style-type: none"> • Decreased cost to emergency services for homeless individuals
INTERMEDIATE OUTCOMES:	<ul style="list-style-type: none"> • Less NIMBYism (not in my back yard) • A completed homeless/housing map • Safe, affordable housing with supports for adults and youth • Employment/ training programs available
LONG-TERM OUTCOMES:	<ul style="list-style-type: none"> • Engaged and educated public • Engaged and educated service providers • Safe, affordable housing stock including with supports • Improved community safety and well-being due to improved regional responses to housing and homelessness

Table 4

Appendix 1 – Municipal Resolutions

References

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ADMINISTRATIVE REPORT

Subject: New Town of Fort Frances Tagline

Date: June 22, 2026

To: Mayor and Council

From: Ally Lewis, Communications Coordinator and Deputy Clerk

Item Number: AR-26-1093



ISSUE:

In 2024, Council gave direction to administration to bring forward options for a new tagline for the Town of Fort Frances.

RECOMMENDATION:

THAT Council receive this report as information at this time.

BACKGROUND:

At the September 9, 2024 meeting of Council, the following resolution was passed:

THAT Council direct administration to discontinue use of 'Boundless' tagline in branding identity for the Town of Fort Frances;

AND THAT Council direct Administration to proceed with surveying and engagement for a new tagline and to bring forward proposals of new tagline options at a future meeting of Council.

This was based on the recommendation from report AR-24-0648 from the Communications Coordinator and Deputy Clerk. The report outlined that due to the formal and informal negative feedback received on the "Boundless" tagline from the community it would be in the best interest of the Town to phase out "Boundless" and begin working on a new tagline. It should be noted that the direction from Council was exclusively to bring new tagline options forward; not to create an entire new brand for the Town. Hence, this tagline project has focused solely on finding a new tagline, and how it may *influence* future branding, which has been outlined in the attachments. Currently, there is no direction from Council to do an overhaul of the current Town branding, nor is there a plan from the Communications Coordinator & Deputy Clerk to do so at this time.

With the future introduction of the new tagline, the only changes to be made to the current Town branding would be potential changes to the current colour palette (almost exclusively used in online communications and marketing materials) and the tone/voice of the external communications. The logo will remain, fonts for social media and external communications will stay the same, along with the main brand colours of green and grey.

New Town of Fort Frances Tagline

In 2026, a survey was circulated to the Senior Leadership team with tagline suggestions from the 2024 community survey. This internal survey was done to narrow down the suggested taglines for the new survey, and allowed Senior Leadership to submit their own ideas if they wished. The results of that survey then went into building the 2026 survey, with previous suggestions from the community and new suggestions from administration.

The 2026 survey still allowed the write-in option, which the majority of respondents chose to exercise use of and submit new and previously submitted ideas. The 2026 survey had 200 responses and 24 taglines to vote on. From the 112 write-in suggestions, many of them featured more than one suggested tagline, bringing the options to nearly 300. The Communications Coordinator & Deputy Clerk and Municipal Clerk then brought down the list to a top five taglines based on the following criteria:

- Is the tagline 5 words or less?
- Is it too similar to other municipalities/already belongs to another municipality?
- Does it fit into one or more of the top voted themes?
- Does it feel reflective of Fort Frances?

Once a top five list was finalized, community engagement planning could begin. The 2026 survey included for respondents to provide their preference for date, time and location of an in-person engagement session. Due to time constraints and conflicting priorities, it was decided that one engagement session held at the Memorial Sports Centre (top choice from the survey for location) held between 4:00pm and 7:00pm (after regular work hours which was expressed in the comments of the survey) was held on May 13, 2026. It should be noted that attendance at this in-person engagement sessions was low, with less than 20 participants, but the feedback received is included in the attachments.

The five options being presented to Council for their consideration are:

1. Where Sunset Country Begins
2. Hooked on Rainy Lake
3. Canada Plays Here
4. Our Northern Light
5. Catch the Moment

All five of the options presented to Council came directly from the community, either from the 2024 survey or the 2026 survey. None of the options included in the 2026 survey from administration placed high in public favour. No matter what decision Council makes, they will be choosing something that is rooted in community, and to an extent, chosen by the residents of Fort Frances.

ANALYSIS/OPTIONS:

At this time, administration is recommending that Council receive this report as information, and vote on the new tagline at a subsequent Council meeting. This allows Council to think on the options presented to them,

New Town of Fort Frances Tagline

and allows for the options to become public, should Council like to hear from members of the community about the options.

Alternatively, if Council feels strongly that they are able to make a decision at this meeting, they may defeat the resolution on the floor and instead bring forward an oral motion looking something like this:

THAT Council adopt the new Town of Fort Frances tagline to be option #_____.

FINANCIAL AND RESOURCE IMPLICATIONS:

As the Town has already begun to phase out the "Boundless" tagline, introducing the new tagline should have minimal cost. The process of adding the new tagline will begin first with social media, letterheads, and other materials that can be updated primarily by the Communications Coordinator and Deputy Clerk and the IT Coordinator if assistance is required.

Administration is recommending that the tagline be added to physical signs, buildings, vehicles, etc as part of their natural life cycle. This is to avoid adding non-critical tasks to the workload of administration and to ensure that costs remain low for the introduction of the new tagline.

COMMUNICATION PLAN OR PUBLIC INPUT:

Beginning with this meeting of Council, the tagline options will be available to the public through this report and the meeting itself. Upon selection of the tagline, the Communications Coordinator and Deputy Clerk will announce it via the Town social media and website, and begin adding it where appropriate.

INTERNAL AND EXTERNAL CONSULTATION:

- Municipal Clerk
- Senior Leadership
- Residents of Fort Frances

SUPPORTING DOCUMENTS:

[New Tagline Options Write Ups](#)

[Tagline Options - SWOT](#)

[Tagline Options Posters](#)

Town of Fort Frances New Tagline Options Write Ups

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Where Sunset Country Begins

Overview:

This tagline was submitted in the 2024 survey to the community about a new tagline for the Town. The area in and around Fort Frances is considered by many to be “Sunset Country”. As such, branding the Town as the above would prove to be geographically accurate and on theme for the area. Additionally, when using the AI Overview function on Google (which is now the standard top answer for the search engine) to search “sunset country begins”, Fort Frances is listed as a “primary hub” under “key entry points”.

Online Survey and In-Person Engagement Takeaways

This was the highest voted tagline from the online survey and its theme of “Sunsets” was the second highest voted theme from the in-person engagement session.

From the online survey, it was found that the community placed “Nature/Outdoors” as the top category for what they would like to see reflected in the tagline, with “Rainy River/Rainy Lake” as the second top category, and “All Seasons” in sixth. Also identified in the survey was a majority (over 60%) agreed that the tagline should be around 5 words in total length.

For the in-person community engagement session, participants were asked to do some word, imagery, and colour association with the themes of the suggested taglines. *Where Sunset Country Begins* yielded the following:

Words: Peace, Calming, Relaxing, Beauty, Tranquil, Rewarding, Hope, Photos, Spotlight, Instagram, Stress Buster,

Imagery: Lake, river, trees, causeway, childhood memories, sitting on a dock, tree lines and water, silhouettes, reflections in water, clouds of colour, docks at cabins, watch tower, hometown, peaceful evenings with family, hay bales westward

Colours: Blue, red, orange, white, pink, purple, yellow were the most frequently written.

Messaging:

Where Sunset Country Begins provides messaging opportunities for the Town that can look like this:

- *Where Sunset Country Begins: Beautiful skies start in Fort Frances*

- *Where Sunset Country Begins*: Find your calm in the sunsets
- *Where Sunset Country Begins*: Everyday ends beautifully

Tone & Voice:

The tone and voice that would coincide with this tagline would be upbeat, calm and focused on nature, positivity and enjoying the little moments. The style would focus on highlighting the natural beauty of the area and would use imagery focused language to reflect it. Word play could look like “Find a scoop and a sunset where the sky meets the water - Sorting Gap Marina”, “Don’t wait until the sun sets to file your nomination for Mayor, Councillor or School Board Trustee”,

Influence on Current Branding/Marketing

This tagline would see more sky, sunset and colours used in the Town branding and marketing. Using sunset photos as backgrounds for social media posts, updating the Town colour palette to lean closer toward pastels instead of Earth tones, and focusing on highlighting the Town’s most “photo-worthy” places like the docks by the marina, the watch tower, the water tower in the evening, etc.

Conclusion:

Overall, this tagline presents ample opportunity for the Town to adopt new messaging strategy and branding to coincide with *Where Sunset Country Begins*. It also ranked high in public favour and had some of the most in-person engagement votes and association participation. By showcasing the natural beauty of the sunsets in the area, bringing in new colours to the Town colour palette, the Town can highlight and capitalize on the already existing “sunset branding” that comes with living where sunset country begins.

Hooked on Rainy Lake

Overview:

This tagline was submitted in the 2024 and 2026 surveys to the community about a new tagline for the Town. Fort Frances is already known by many to be a great fishing destination, this tagline would see the Town look to capitalize on it. As included in the SWAT analysis attached, this tagline could be changed to *Hooked on Rainy River* if Council has appetite to make it more reflective of the town's proximity to Rainy River. Either way, this tagline allows the Town to shift its identity to focus on fishing and the outdoors.

Online Survey and In-Person Engagement Takeaways

From the online survey, it was found that the community placed "Nature/Outdoors" as the top category for what they would like to see reflected in the tagline, with "Rainy River/Rainy Lake" as the second top category, "Outdoor Activities" as third, "All Seasons" in sixth, "Fishing" in eighth, and "Wildlife" in ninth. Also identified in the survey was a majority (over 60%) agreed that the tagline should be around 5 words in total length.

For the in-person community engagement session its theme of "Fishing" tied for fourth highest voted. The engagement session asked participants to do some word, imagery, and colour association with the themes of the suggested taglines. *Hooked on Rainy Lake* yielded the following:

Words: Excitement, Camaraderie, Friends, Joy, Outside, Explore, Solace, Thrilling, Majestic, Peaceful, Epic, Water, Fish, Swimming, All Season, Breeze, Waves, Boat, Canoe, Ice, Summer, Bass Tourney

Imagery: Holding a freshly caught fish, netting a fish, families and friends together, swimming, fish, the bass tournament, wake of water, ice hole, casting, sports boats on water, sunsets

Colours: Blue, white, green and yellow were the most frequently written.

Messaging:

Hooked on Rainy Lake provides messaging opportunities for the Town that can look like this:

- *Hooked on Rainy Lake* – Your next adventure awaits
- *Hooked on Rainy Lake* – Find your next big catch
- *Hooked on Rainy Lake* – The ripples and waves are calling

Tone & Voice:

The tone and voice that would coincide with this tagline would be upbeat, simple language and a focus on nature and the lake/river. Influenced by nature and fishing specifically, word play based around the activity would be introduced to external communications. This could look like “We are reel-y excited to announce new gym hours at the Memorial Sports Centre!” “These agenda items are sure to lure you into watching last night’s recording.”

Influence on Current Branding/Marketing

This tagline would see the current Town branding/marketing lean into showcasing fishing, fishing locations, and begin to feature imagery around fishing. By letting terminology and slang influence tone and word choice of the Town social media and external communications, this could influence the Town brand in many ways. The colour palette would see minimal, if any, changes and the images and graphics would lead toward water, docks, items related to fishing, and an increased use in photos of Rainy Lake and Rainy River.

Conclusion:

Overall, this tagline presents ample opportunity for the Town to adopt new messaging strategy and branding to coincide with *Hooked on Rainy Lake*. While this one was not ranked the highest in terms of public favour, it does offer the advantage of working off of what residents and those living outside the area already know about Fort Frances.

Canada Plays Here

Overview:

This tagline was developed by a member of the community to serve as a tagline and positioning statement for the Town of Fort Frances. It is meant to highlight the activities that can be enjoyed in Fort Frances all year round. From summer and ice fishing, scenic walks, boating, snowshoeing and more! As the Town of Fort Frances looks to expand, *Canada Plays Here* also lends itself well to future branding that could focus on the activities in Fort Frances and what Northwestern Ontario has to offer.

Online Survey and In-Person Engagement Session Takeaway

This was the second highest voted tagline from the community survey, and its theme “Play” was the most voted theme from the in-person engagement session.

From the online survey, it was found that the community placed “Nature/Outdoors” as the top category what they would like to see reflected in the tagline, and “Outdoor Activities” in third place. “Canadian Culture” placed fifth, “All Seasons” placed sixth, “Fishing” was eighth and “Sports” was in tenth place. Also identified in the survey was a majority (over 60%) agreed that the tagline should be around 5 words in total length.

For the in-person community engagement session, participants were asked to do some word, imagery, and colour association with the themes of the suggested taglines. *Canada Plays Here* yielded the following:

Words: Fun, Joy, Recreation, Entertainment, Events, Excitement, Adventure, Sports, Outdoor Fun, Friends, Energy, Community, Growth, Participation, Culture, Active, Fit, Variety

Imagery: Action shots, families together, hockey, splash park, playgrounds, Lakers playoffs, hockey sticks, sandcastles, water/swimming

Colours: Green, yellow, blue, red, orange were the most frequently written.

Messaging:

Canada Plays Here provides messaging opportunities for the Town that can look like this:

- *Canada Plays Here:* everyone country wide and beyond is welcome to come out and play in Fort Frances

- *Canada Plays Here*: Play in Fort Frances – fish, skate, or swim, we all play in Fort Frances
- *Canada Plays Here*: A place to play for everyone

Tone & Voice:

The tone and voice that would coincide with this tagline would be playful, fun, and upbeat. By highlighting the positivity surrounding “play” and the joy it brings, our brand voice and tone would be reflective of that. There is also opportunity to introduce more word play aligning with sport and play into the Town tone and voice. This could look like throwing in sports terminology when appropriate, for example “Let’s make this event a slam dunk/homerun”, “Snap on your skis and skip the yard sale, Eighth Street Trails are open for cross country skiing!”, etc.

Influence on Current Branding/Marketing

Currently, the Town of Fort Frances has lots of room to introduce new ideas to the branding/marketing of the Town. *Canada Plays Here* could see the Town lean towards showcasing activities and areas for activities within the Town. With the main social media for the Town using the Civic Centre and Council Chambers most frequently as backgrounds for graphics, this tagline option could see that shift to other pictures. This could include more use of photos of the Memorial Sports Centre, the Spray Park, Sorting Gap Marina, Eighth Street Trails, and other areas of Town that residents use to “play”.

Conclusion:

Overall, this tagline presents ample opportunity for the Town to adopt new messaging strategy and branding to coincide with *Canada Plays Here*. It also ranked high in public favour and had some of the most in-person engagement votes and association participation. By showcasing the year-round activities offered by Fort Frances, as well as allowing to the Town tone and voice to develop around the tagline with a fun and playful voice, *Canada Plays Here* is a strong option for a new tagline to represent Fort Frances.

Our Northern Light

Overview:

This tagline was submitted in the 2026 survey and was brought to further attention by the Mayor. Fort Frances is one of the few places in Ontario where the Northern Lights are visible from the naked eye. This use of “*Our*” in this tagline also appeals well to people in general, but also with the dominant demographic age of Fort Frances because it makes the tagline feel more personal. “*Our*” helps signify community and connection, making the Town feel more like a community than a location.

Online Survey and In-Person Engagement Takeaways

From the online survey, it was found that the community placed “Nature/Outdoors” as the top category for what they would like to see reflected in the tagline, with “Outdoor Activities” as third, and “Community/The People” as fourth. Also identified in the survey was a majority (over 60%) agreed that the tagline should be around 5 words in total length.

For the in-person community engagement session its theme of “Northern Lights” was the lowest voted category. The engagement session asked participants to do some word, imagery, and colour association with the themes of the suggested taglines. *Our Northern Light* yielded the following:

Words: Peace, Calm, Dancing

Imagery: Northwestern Ontario, Yukon, Far North, Stars, Galaxy, Constellations

Colours: Green, pink, red, and blue were the most frequently written.

Messaging:

Our Northern Light provides messaging opportunities for the Town that can look like this:

- *Our Northern Light* – Come be a part of the beauty
- *Our Northern Light* – Our home
- *Our Northern Light* – Come see the colours dance

Tone & Voice:

The tone and voice that would coincide with this tagline would be upbeat, simple language and a continued focus on community and unity between the Town and its residents. Using language that is inclusive and with a strong focus on words like “our”, “us”, “together” and

“community”. Effort is already being made to structure external communications from the Town to mirror this sentiment, so changes to what is already being done would be minimal.

Influence on Current Branding/Marketing

This tagline would see the current Town branding/marketing lean into showcasing the northern lights when visible. Use of pictures of the northern lights would be increased, as well as showcasing the areas within Town that might yield the best visibility of them. The colour palette of the Town would remain largely the same, with the introduction of reds and purples as accent colours.

Conclusion:

Overall, this tagline presents ample opportunity for the Town to adopt new messaging strategy and branding to coincide with *Our Northern Light*. While this one was not ranked the highest in terms of public favour, it does offer the advantage of highlighting a benefit of being in Fort Frances on the right nights. This tagline can be used to set Fort Frances apart from other towns that may offer much of the same draws as Fort Frances, but do not have the northern lights to boast about.

Catch the Moment

Overview:

This tagline was submitted in the 2026 survey to the community about a new tagline for the Town. With beautiful scenery in and around the Town of Fort Frances, this tagline will lean toward photography and the picturesque quality of Northwestern Ontario. *Catch the Moment* can work for a variety of photo opportunities like fishing, Rainy River, community events and more. This tagline was a write-in suggestion that was identified as a strong contender to bring forward to Council.

Online Survey and In-Person Engagement Takeaways

From the online survey, it was found that the community placed “Nature/Outdoors” as the top category for what they would like to see reflected in the tagline, with “Rainy River/Rainy Lake” as the second top category, “Outdoor Activities” as third, “Community/The People” as fourth, and “All Seasons” in sixth. Also identified in the survey was a majority (over 60%) agreed that the tagline should be around 5 words in total length.

For the in-person community engagement session its theme of “Photography” tied for fourth highest voted. The engagement session asked participants to do some word, imagery, and colour association with the themes of the suggested taglines. *Catch the Moment* yielded the following:

Words: Moments, Creative, Share, Capture, Observe, Document, Serene, Beauty, Peace, Calm, Dynamic, Nature, Picturesque, Instagrammable

Imagery: Snow, animals, sunsets/rises, food, landscapes, water skiing, pelicans, artistic mood, nature, frozen lakes

Colours: Green, brown, white, blue, black, red were the most frequently written.

Messaging:

Catch the Moment provides messaging opportunities for the Town that can look like this:

- *Catch the Moment:* Your favourite memory is waiting – just reach out and catch it
- *Catch the Moment:* From the little moments to the big moments – catch them in Fort Frances
- *Catch the Moment:* Your next big moment is waiting for you in Fort Frances

Tone & Voice:

The tone and voice that would coincide with this tagline would be upbeat, grounded and leaning towards sentimental. It would focus on the joy and appreciation for all the moments, both big and small. The voice would take influence from imagery and photography terminology in ways like “We’re going to need a wider lens to show off all the attendees at yesterday’s flag raising!”, “Caught this moment with the Mayor at the grand opening of a new business in Fort Frances,”.

Influence on Current Branding/Marketing

This tagline would see the social media for the Town in particular lean toward a higher quality or more stylistic approach. Images used would be more intentional, and could see more use of filters or overlays to add texture or depth. Maintaining the current bright green and grey, this tagline would see the colours used in marketing materials maintain the earth-tones, but with a refresh into newer shades like a more emerald leaning dark green, and a richer brown to use as accents.

Conclusion:

Overall, this tagline presents ample opportunity for the Town to adopt new messaging strategy and branding to coincide with *Catch the Moment*. While this one was not ranked the highest in terms of public favour, it does offer variety. *Catch the Moment* can be used for any moment, and since it does not have any specific colour connotations it is essentially a blank canvas for the Town to work with. It does present the opportunity for the Town of Fort Frances to be viewed as a “photo-worthy” destination, increasing free marketing of the town, and break away from the assumed identity of a fishing only destination.

SWOT ANALYSIS:

WHERE SUNSET COUNTRY BEGINS

STRENGTH

- Simple language makes it more accessible
- Fort Frances shows up in the AI Overview when you Google “Where Sunset Country Begins”
- It is geographically accurate
- Currently not copyrighted in Canada
- Great for marketing
- Highest voted tagline from the survey

WEAKNESS

- Sunset Country used in other branding by local businesses and local tourism marketing companies in the region (for example, Sunset Country Ford, Ontario Sunset Country, Sunset Country Realty, etc)
- Somewhat vague and not unique to area (sunsets happen almost everywhere)

OPPORTUNITY

- Lends well to introducing new colours to Town branding while still working with existing colours
- Lots of marketing opportunity to show off places in town at sunset (marina, rainy lake square, local business like La Place Rendezvous, etc)

THREAT

- Potential displeasure from companies already using “Sunset Country”
- “Sunset Country” fatigue

SWOT ANALYSIS:

HOOKED ON RAINY LAKE

STRENGTH

- Simple language makes it more accessible
- Ties in with what Fort Frances is arguably most known for - fishing
- Not currently copyrighted
- Can be used for all seasons

WEAKNESS

- Could pigeon-hole the Town to tie its identity to fishing, making it harder to branch off and show that there is more to offer
- Fort Frances does not sit on Rainy Lake

OPPORTUNITY

- Marketing materials focused on outdoor activities in Fort Frances and NWO, specifically fishing
- Simple wording fits well with swag items (short enough to fit on fishing lures, hats, gloves, etc)
- Could change to “Hooked on Rainy River” as well to reflect the proximity to Rainy River

THREAT

- The Adventure Collective already uses Hooked on Rainy Lake in their information materials about the fishing derby in Fort Frances
- “Hooked” can be used in a negative connotation with substance use

SWOT ANALYSIS:

CANADA PLAYS HERE

STRENGTH

- Simple language makes it more accessible
- Lends well to marketing materials and would let us show off the Town and what it offers for sports and activities
- Currently not copyrighted in Canada
- Second highest voted tagline from the survey

WEAKNESS

- “Canada Plays” is an annual gaming event in Hamilton, ON and the first thing that appears when you Google “Canada Plays Here”
- Campaigned for online, could have impacted accuracy of public opinion

OPPORTUNITY

- Marketing materials focused on outdoor activities in Fort Frances and NWO
- Simple wording fits well with swag items (short enough to fit on fishing lures, hats, gloves, etc)
- Can show all the places you can play in Fort Frances like the Splash Park, outdoor rinks, MSC, etc

THREAT

- This could cost the Town money to assume as its official tagline. It is potentially in the process of being copyrighted, which could mean having to pay or have a written agreement for use
- If there is a cost to it, would potentially have to be put in the 2027 budget, delaying use
- If use does need to be delayed, potential for future Council to decide against using it

SWOT ANALYSIS:

OUR NORTHERN LIGHT

STRENGTH

- Simple language makes it more accessible
- Currently not copyrighted in Canada
- Great for marketing, works well with existing colours
- Uses “our” in it, contributing to a sense of community

WEAKNESS

- Northern lights aren't always visible here which can make getting new photos for marketing difficult
- Difficult to get unobstructed views and pictures of the Northern Lights in town due to light pollution, mill smoke, power lines, etc

OPPORTUNITY

- Works well with current Town colours and makes adding to them fairly easy
- Add variety to marketing materials because the lights are always different

THREAT

- Other places in Ontario have an easier time seeing the Northern Lights on a more consistent basis - may be hard to compete with
- Could lead to negativity from tourists visiting hoping to see the northern lights and unable to on their trip

SWOT ANALYSIS:

CATCH THE MOMENT

STRENGTH

- Simple language makes it more accessible
- Varied marketing opportunities, catch any moment
- Works well with annual events like the fishing derby and bass fishing championship
- Not currently copyrighted in Canada
- Very flexible in use

WEAKNESS

- It shares its name with a song by the artist LiSA
- More vague than other options
- Not everyday here is a “photo worthy” day, possibly setting up the Town for failure if marketing as a must-see place to photograph

OPPORTUNITY

- Marketing materials focused on outdoor activities in Fort Frances and NWO
- Simple wording fits well with swag items (short enough to fit on fishing lures, hats, gloves, etc)
- Potential in highlighting Fort Frances as a place to take photographs, increasing free marketing

THREAT

- Used by multiple photography companies which are the first results when Googling “#catchthemoment”
- Branding Fort Frances as a photography “hot spot” could have negative public perception (lots of days with grey skies, bad winters, smog from the mill in International Falls)



FORT FRANCES

Where Sunset Country
Begins

Amazing sunsets at the start of
Northwestern Ontario



FortFrances.ca



FORT FRANCES

Where Sunset Country Begins

Amazing sunsets at the start of
Northwestern Ontario



FortFrances.ca



FORT FRANCES

Hooked on Rainy Lake

The home of excellent fishing,
all year round!



FortFrances.ca



FORTFRANCES

Hooked on Rainy Lake



The home of excellent fishing,
all year round!



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FORT FRANCES

Canada Plays Here



The home of Canada's favourite sports and pastimes -
come out to play!



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FORT FRANCES

Our Northern Light



The home of amazing views and natural phenomena



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Our Northern Light

The home of amazing views and natural phenomena



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FORT FRANCES

Catch the Moment



Your new favourite memory - just reach out and catch it



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FORT FRANCES

Catch the Moment



Your new favourite memory - just reach out and catch it



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ADMINISTRATIVE REPORT

Subject: Legal Advice re Sunny Cove - Public

Date: June 22, 2026

To: Mayor and Council

From: Chelsea Greig, Municipal Clerk

Item Number: AR-26-1115



ISSUE:

Two matters were called into question for the June 22nd 2026 meeting, both which request the halting of sale of Sunny Cove. Legal advice was sought, to assist Council with decision-making. A second report that is privileged and confidential is to come in-camera.

RECOMMENDATION:

Recommendation: THAT Council accept Report AR-26-1115 titled "Legal Advice re Sunny Cove - Public" for informational purposes only.

BACKGROUND:

There are two items on the June 22, 2026 agenda which are in regards to Sunny Cove; one on a potential conflict of pecuniary interest, the other on procedure.

In preparation of the meeting, the Clerk:

- Pulled and reviewed all motions from 2022 onwards including Sunny Cove;
- Contacted the Integrity Commissioner;
- Contacted legal with expertise in municipal law

The legal opinion received may affect Council's decision in regards to Item 14.1. It is solicitor-client privilege, therefore it's in a separate report which is in the closed in-camera portion.

ADMINISTRATIVE REPORT

Subject: Delegated Authority to Adjust User Fees

Date: June 22, 2026

To: Mayor and Council

From: Craig Miller, Community Services and Facilities Manager

Item Number: AR-26-1108



ISSUE:

The Town's current user fee structure establishes fixed rental rates for facilities and services. While this provides consistency, it limits Administration's ability to respond to market conditions, attract tournaments and special events, maximize utilization of underused facility inventory and create bundled recreational packages that better meet customer needs.

Examples include birthday party packages combining room rentals with pool or ice time, tournament attraction incentives, summer ice promotions and discounted rates for vacant rental periods that would otherwise remain unsold.

Administration is seeking delegated authority to adjust approved user fees within established parameters and create bundled rental packages to improve facility utilization, enhance customer service, and increase overall revenue generation.

RECOMMENDATION:

THAT Council approve report AR-26-1108 and authorize the Community Services and Facilities Manager, or designate, to:

1. Adjust recreation and facility user fees by up to 50 percent below the approved fee schedule where doing so is expected to increase utilization, recover operational costs, attract events or generate incremental revenue;
2. Create bundled recreation and facility rental packages, including combinations of ice rentals, pool rentals, meeting rooms, party rooms and other municipal facilities;
3. Negotiate event-specific rental arrangements for tournaments, training camps, community events and special tourism opportunities where such arrangements are expected to provide economic or community benefits to the Town;

AND THAT Council formalize this delegation of authority through an amendment to the Delegation of Authority By-Law.

Delegated Authority to Adjust User Fees

STRATEGIC PLAN ALIGNMENT:

This recommendation supports Council's current strategic objectives by:

Supporting Quality of Life Opportunities

2. Initiatives for Growth of Tourism and Development to Enhance Vitality of Community
3. Initiatives for Encouraging Health, Community Engagement and Quality of Life.

Supporting Municipal Services and Infrastructure

2. Initiatives for Citizen Satisfaction with Municipal Services

Supporting Partnerships

2. Initiatives for Nurturing Healthy Community and Providing Services for the Community

BACKGROUND:

The Town operates multiple facilities including arena ice surfaces, swimming pools, meeting rooms, community spaces, etc.

Current user fees are approved annually by Council and are generally applied as fixed rates. While this approach provides consistency, it limits Administration's ability to respond to changing market conditions and booking opportunities.

Administration routinely encounters situations where flexibility could increase facility usage and overall revenues. Examples include:

Summer ice rental opportunities during traditionally low-demand periods (notably - weekends);
 Tournament and training camp attraction opportunities;
 Birthday party and family recreation packages;
 Multi-facility bookings requiring customized pricing;
 Last-minute rental opportunities for otherwise vacant facility inventory;
 Community events requiring multiple Town facilities.

Under the current structure, vacant rental inventory often remains unused because Administration lacks authority to modify pricing or create bundled offerings.

ANALYSIS/OPTIONS:

Opportunities have been identified to improve facility utilization, increase revenue generation, enhance customer service and attract events through greater flexibility in the application of approved user fees.

Delegated Authority to Adjust User Fees

The Town operates a variety of recreational and community facilities including ice surfaces, swimming pools and meeting rooms. Demand for these facilities varies throughout the year, with certain periods experiencing high demand while others remain underutilized.

Under the current fee structure, Administration has limited ability to respond to market conditions or booking opportunities. As a result, facility inventory may remain unused despite opportunities to generate revenue through alternative pricing structures or bundled offerings.

Providing delegated authority to adjust fees within approved parameters would allow Administration to:

Increase Utilization of Existing Facilities

Facility rentals that remain vacant generate no revenue while fixed operating costs continue to be incurred. The ability to offer promotional pricing during low-demand periods, particularly for summer ice rentals and last-minute bookings, may increase facility utilization and contribute toward operating cost recovery.

Develop Bundled Recreation Packages

Customers increasingly seek convenient and affordable recreation experiences. Delegated authority would allow Administration to develop bundled packages that combine multiple services and facilities, such as:

- * Pool rental and party room packages;
- * Ice rental and party room packages;
- * Multi-activity birthday party packages;
- * Tournament and training camp packages;
- * Multi-day recreation program offerings.

These packages would simplify the booking process and provide enhanced value to users while encouraging greater use of municipal facilities.

Support Tournament and Event Attraction

The ability to negotiate event specific arrangements would improve the Town's competitiveness when attracting tournaments, training camps, community events and tourism-related opportunities.

Examples may include:

- * Multi-day ice rental agreements;
- * Complimentary or discounted meeting room access;

Delegated Authority to Adjust User Fees

- * Bundled facility use arrangements;
- * Promotional pricing during traditionally low-demand periods.

These opportunities can generate additional facility revenue while also creating economic benefits for local businesses including hotels, restaurants, and retailers.

Improve Cost Recovery

Delegated authority would not eliminate Council's role in establishing user fees. Council would continue to approve annual fees through the User Fee By-law. Administration would be authorized to apply rates below approved maximums where doing so supports increased utilization, improved cost recovery or broader community objectives.

Increased flexibility will result in higher overall utilization and improved revenue performance while maintaining appropriate oversight through annual reporting to Council.

It is recommended that Council approve delegated authority for Administration to adjust approved user fees within established limits to improve utilization, increase revenue opportunities, attract events and enhance customer service.

Alternatively, Council can choose the option to maintain status quo and make no changes. If this is the Will of Council, this reports recommendation can be defeated.

While this option provides consistency in fee application, it limits Administration's ability to respond to market conditions, attract events, maximize facility utilization and generate revenue from otherwise vacant rental inventory.

EXISTING POLICY/BY-LAW:

Council currently approves user fees through the annual Fees and Charges By-Law (currently By-Law 90/25). Further, By-Law 53/23 authorizes Council to delegate their authorities to Administration.

Approval of this recommendation would not change Council's authority to establish fees. Rather, it would provide Administration with the delegated authority and give flexibility to Administration to apply rates below approved maximums and create bundled offerings where doing so supports operational and financial objectives.

Any future amendments to the Fees and Charges By-law would continue to require Council approval.

FINANCIAL AND RESOURCE IMPLICATIONS:

Delegated Authority to Adjust User Fees

The recommendation is expected to have a positive financial impact by increasing utilization of existing facilities and generating revenue from rental periods that may otherwise remain vacant.

While individual rental rates may be reduced in certain circumstances, Administration expects overall revenue generation and cost recovery to improve through increased booking volumes and event attraction opportunities.

The recommendation can be implemented using existing staff resources and does not require additional staffing or budget allocations.

COMMUNICATION PLAN OR PUBLIC INPUT:

Upon Council approval, Administration will:

- Update facility booking procedures and internal guidelines;
- Develop standardized package offerings where appropriate;
- Communicate new opportunities to user groups, tournament organizers and community organizations;
- Promote bundled recreation packages through Town communication channels;
- Monitor utilization and revenue impacts and report annually to Council regarding the use of delegated authority.

INTERNAL AND EXTERNAL CONSULTATION:

Chelsea Greig, Clerk
Senior Leadership Team
Ria Cuthbertson, Aquatics Supervisor
Tara Gunderson, Interim Recreation Supervisor

ADMINISTRATIVE REPORT

Subject: Update on Hallett Relocation To Rainy River Cribs

Date: June 22, 2026

To: Mayor and Council

From: Craig Miller, Community Services and Facilities Manager

Item Number: AR-26-1111



ISSUE:

With Council's approval of report AR-25-0969, Administration prepared a Request for Proposals to relocate the Hallett Tugboat to the existing cribs in the Rainy River. This RFP closed on June 9th, 2026. No bids were received.

RECOMMENDATION:

THAT Council receive report AR-26-1111 as information.

STRATEGIC PLAN ALIGNMENT:

This overall project best aligns with Council's strategic plan under Quality of Life - Initiatives for Growth of Tourism and Attractions to Enhance Vitality of Community:

Goal: We will work with Indigenous groups, governments, non-profits and economic development agencies to open the door to increased tourism, attractions and quality of life for residents.

Increased tourism will contribute to the vitality, beauty and prosperity of the town and partners.

- The Town of Fort Frances will encourage and partner on joint tourism Initiatives that highlight the unique cultural heritage, attractions, and experiences of both the municipality and Indigenous communities to attract cross border visitors and boosting the local economy.
- Collaborate with external partners on cross-border tourism opportunities such as festivals, celebrations and leisure activities
- Fort Frances will have an environment that encourages and supports hosting a wide range of events

BACKGROUND:

Council approval of report AR-25-0969 directed Administration to prepare a Request for Proposals to relocate the Hallett Tugboat to the existing cribs in the Rainy River with a budget allocation of \$528,000.

The scope of this RFP was to:

Update on Hallett Relocation To Rainy River Cribs

- 1) Assess the existing cribs and determine if any repair scope is required
- 2) Undertake said repairs to cribs, if necessary
- 3) Refinish the exterior of the hull.
- 4) Lift the Hallett back onto the cribs in the Rainy River.

The RFP closed on June 9th, 2026 and no bids were received.

ANALYSIS/OPTIONS:

Despite Administration's efforts to solicit interest in the Request for Proposals, no submissions were received from local or regional contractors. There were 4 bid packages downloaded from the Bids and Tenders website. Two from local contractors and two from Thunder Bay contractors.

As a result, Administration intends to continue with the direction previously established by Council through Report AR-25-0969, which authorized returning the Hallett to the cribs in the Rainy River.

To improve market participation and reduce the scope and complexity of the work for prospective bidders, Administration is restructuring the project into several discrete components that can be procured independently through Requests for Quotation. The proposed project components are:

- 1) Assessment of the existing cribs and preparation of any required repair recommendations and scope of work.
- 2) Completion of any crib repairs identified through the assessment process.
- 3) Refinishing and preservation of the Hallett's exterior hull.
- 4) Lifting and placement of the Hallett onto the repaired cribs in the Rainy River.

Administration believes this approach will be more attractive to specialized contractors, as each component can be completed independently rather than requiring a single general contractor to assume responsibility for the entire project. Further, the Town will limit the risk taken on by the contractors by undertaking the required design and scoping works prior to contractors having to bid work.

The process of obtaining quotations for these individual project components has commenced and Administration remains optimistic that the work can be completed during the 2026 construction season.

FINANCIAL AND RESOURCE IMPLICATIONS:

No change from the existing budget allocation of \$528,000.

INTERNAL AND EXTERNAL CONSULTATION:

Marcel Michaels, CAO

Update on Hallett Relocation To Rainy River Cribs

Travis Rob, G&I Manager



ADMINISTRATIVE REPORT

**Subject: Shevlin Wood Yard Official Plan Amendment (C1-2026)
and Zoning By-law Amendment (B1-2026)**

Date: June 22, 2026

To: Mayor and Council

**From: Jonathan Burrows, Chief Building Official / Municipal
Planner**

Item Number: AR-26-1106



ISSUE:

Council consideration of the proposed Official Plan Amendment and Zoning By-law Amendment for Shevlin Wood Yard.

RECOMMENDATION:

THAT Council approval of report AR-26-1106 agree to the recommendation of Administration to:

1. Amend the Official Plan and associated Schedule A2 to redesignate the subject lands of Shevlin Wood Yard from Future Development to Mixed Use.
2. Amend the Zoning By-law to rezone the subject lands of Shevlin Wood Yard from Future Development to a range of Mixed Use with Exception (MU[X]), Mixed Use with Exception and Holding Zone (MU[X]-H), and Open Space (OS) based on figure 1 of the attached planning rationale, and further permit site specific exemption to Lot 1 for a maximum building height of 20m, and to permit enclosed outdoor storage in the front yard.

AND THAT These amendments be adopted by Council through by-law.

STRATEGIC PLAN ALIGNMENT:

Economic Growth: Initiatives for Developing Shevlin Wood Yard

Quality of Life: Initiatives for Growth of Tourism and Development to Enhance Vitality of Community

BACKGROUND:

The subject lands known as Shevlin Wood Yard are legally described as MCIRVINE LOT 22-24 RIV RGE; PLAN SM43 BLK A & B & SM129; LOT 15 RP 48R3445 PTS 1-3; PCL 15-2, and is located in the 900/1000 block of Scott Street and bordering on Front Street to the South.

In 2021, the Town concluded a land use and economic development feasibility study for the redevelopment of the Shevlin Wood Yard, which proposed a conceptual design which incorporated a range of proposed lots and zone types to foster a more integrated neighborhood fabric in the Southeast portion of Town. As the desire in

Shevlin Wood Yard Official Plan Amendment (C1-2026) and Zoning By-law Amendment (B1-2026)

the community has grown to see this land developed, the Town is looking to initiate the planning process to ensure future development is orderly and as proposed by the approved conceptual plans.

Attached to this report is a planning rationale developed by Fotenn Planning + Design in consultation with Town Staff proposing a Mixed Use and Open Space zoning fabric which would allow for a variety of compatible development opportunities.

At this time, the Town has a dedicated developer looking to begin construction on Lot 1; with their conceptual site plan, the Town sees it advantageous to further request exemption for Lot 1 to permit a maximum building height of 20m and to permit enclosed outdoor storage in the front yard. A conceptual plan from the developer is attached to this report which shows the proposed site layout and building height.

ANALYSIS/OPTIONS:

Official Plan Amendment

The proposed redesignation is appropriate for the subject lands as the Mixed Use designation will provide the opportunity for future development as described in the Land Use and Economic Development Feasibility Study for the Redevelopment of the Shevlin Wood Yard and Gateway to Fort Frances.

Further, the Future Development designation is no longer appropriate, given a conceptual servicing plan has been provided to the Town and prospective developers have noted interest in beginning to develop the subject lands.

Zoning By-law Amendment

Mixed Use Zone

The proposed rezoning of the majority of the subject lands to Mixed Use is appropriate as the planned function of the lands is to accommodate a mix of residential and commercial uses. The wide range of permitted uses in the Mixed Use zone are anticipated to capture the majority of planned uses. The remainder of the request uses and provisions will be captured in the associated Exception.

Exception Zone

To accommodate the proposal while ensuring compatibility, additional provisions are recommended to be added to the MU zone. The details of this Exception zone include the following:

- Add the following uses to the list of permitted uses:
 - Fourplex dwelling
 - Townhouse dwelling
 - Triplex dwelling
- For the purpose of this Exception, the built form provisions for the additional uses will be as established in Section 5.3 – Residential Type Two (R2) Zone of the Zoning By-law.

Shevlin Wood Yard Official Plan Amendment (C1-2026) and Zoning By-law Amendment (B1-2026)

- Notwithstanding provision 5.8.2(d), the minimum required interior side yard setback shall be 3 metres where abutting a Residential Zone.
- The Holding Zone may be removed upon the receipt by the Township of a Record of Site Condition that demonstrates that contamination on the lands have been remediated.

The proposed additional uses are appropriate, as the intended function of the subject lands are to support a mixed-use community that integrates a variety of residential and commercial uses. The Mixed Use zone permits a variety of non-residential uses, but does not accommodate the full suite of residential uses envisioned in the Land Use and Economic Development Feasibility Study for the Redevelopment of the Shevlin Wood Yard and Gateway to Fort Frances. By adding medium-density residential uses through an Exception, any further Zoning By-law Amendment will not be necessary to develop the envisioned range of residential built form.

Additionally, the site conditions and surrounding character warrant a site-specific exception for interior side yard setback. The MU zone establishes a 0-metre interior side yard setback requirement, reflective of historical conditions along Scott Street in the downtown, including small lots and extensive lot coverage. In that context, allowing for no setbacks between buildings creates a stronger sense of enclosure and continues the continuous building frontage characteristic of this vintage of commercial street. On the subject lands, there are two principal reasons to introduce a 3-metre interior side yard setback requirement:

- To enable maintenance of the sides of buildings, which would otherwise require easements or trespass on adjacent properties; and
- To ensure a modest setback distance between buildings and adjacent residential uses along the west and east boundaries of the lands.

The requested site-specific zoning exceptions are appropriate and reflect site conditions and the vision for the lands.

In further discussions and review of the proposed Lot 1 development, it is also desirable at this time to permit site specific exception for this lot to permit a maximum building height of 20m, and to permit enclosed outdoor storage in the front yard. This would enable development to proceed as per the developer's conceptual plans attached to this report. It should be noted that the final site plan is subject to review and may be altered within the regulations of the Zoning By-law prior to development.

Open Space

The northwest area of the subject lands are recommended to be rezoned to Open Space (OS). The Open Space zone will provide appropriate uses for the intended function of the lands, which is to be primarily used as a stormwater retention pond to service the remainder of the subject lands. Other parks and recreation uses are similarly appropriate for this area of the lands.

Holding Zone

Shevlin Wood Yard Official Plan Amendment (C1-2026) and Zoning By-law Amendment (B1-2026)

While the northwestern portion of the lands have been successfully remediated, as confirmed through a Record of Site Condition, the balance of the lands remain contaminated. To ensure that development cannot proceed until the lands are remediated, application of a Holding Zone is recommended.

A Holding Zone is enabled by Section 36 of the Planning Act and Section 9.16.1 of the Town of Fort Frances Official Plan. The intent of the tool is to prohibit development until explicit conditions are satisfied. The condition to remove the Holding Zone will be included in the site-specific exception and will be evaluated through the development approvals process. Once the condition is satisfied, Council may lift the Holding symbol.

The following wording is recommended to be included in the site-specific exception:

- The Holding Zone may be removed upon the receipt by the Township of a Record of Site Condition that demonstrates that contamination on the lands have been remediated.

EXISTING POLICY/BY-LAW:

The Provincial Planning Statement, 2024
The Planning Act, R.S.O. 1990, c. P.13
The Town of Fort Frances Official Plan, 2024
The Town of Fort Frances Zoning By-law, 93/25

COMMUNICATION PLAN OR PUBLIC INPUT:

The required public notice of these proposed amendments was posted on the Town of Fort Frances website and social medias on May 29th 2026.

The public meeting for this application was held on Friday June 19, 2026.

If a person or public body did not make oral submissions at a public meeting, or make written submissions to the Town of Fort Frances before the proposed Official Plan or By-law amendment is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

INTERNAL AND EXTERNAL CONSULTATION:

Planning Consultants: Fotenn Planning + Design
Town Senior Leadership
Bridge Road Construction LTD.

SUPPORTING DOCUMENTS:

[Shevlin Wood Yard - Planning Rationale](#)

Shevlin Wood Yard Official Plan Amendment (C1-2026) and Zoning By-law
Amendment (B1-2026)

[2026-Fort Frances 24-plex-I-II-Site Plan Control](#)





Shevlin Wood Yard

Planning Rationale
Official Plan and Zoning By-law Amendment
June 5, 2026



Prepared for Town of Fort Frances

Prepared by Fotenn Planning + Design
420 O'Connor Street
Ottawa, ON K2P 1W4

June 2026

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1.0 Introduction

The Town of Fort Frances (the “Town”) has requested that Fotenn Planning + Design (“Fotenn”), in our capacity as the Town’s consulting planners, evaluate the proposal for an Official Plan Amendment and Zoning By-law Amendment on the lands formerly known as the Shevlin Woodyards (the “subject lands”) in the Town of Fort Frances.

This Planning Rationale evaluates the proposed Amendments against the applicable policy framework and includes a recommended approach for the Town’s consideration.

1.1 Overview of Applications

1.1.1 Official Plan Amendment

The purpose of the Official Plan Amendment is to formally establish a policy framework for the subject lands that is consistent with the policies outlined in the Official Plan and that generally reflects the preferred development concept for the Shevlin Wood Yard previously prepared for the Town.

The recommended Official Plan Amendment is:

- / Amend the Town of Fort Frances Official Plan and associated Schedule A-2 to redesignate the subject lands to Mixed Use, whereas the subject lands are presently designated Future Development; and
- / Make necessary amendments to the Official Plan to remove select references to the Shevlin Woodyard within the context of the Future Development designation.

1.1.2 Zoning By-law Amendment

The purpose of the Zoning By-law Amendment is to formally establish a zoning framework that implements the Mixed-Use designation policies of the Official Plan and reflects the range of land uses contemplated in the preferred development concept plan. Additionally, a Holding Zone is recommended to be applied to the majority of the lands to restrict development until a Record of Site Condition is completed.

The recommended Zoning By-law Amendment would include rezoning the subject lands to align with the zoning boundaries delineated in Figure 1:

The proposed rezoning of the majority of the subject lands to Mixed Use is appropriate, as the planned function of the lands is to accommodate a mix of residential and commercial uses, as contemplated in the preferred redevelopment concept plan. The remainder of the requested uses, as well as provisions to ensure compatibility, will be addressed in an associated Exception.

Zoning Exception

To accommodate the proposal while ensuring compatibility, additional provisions must be added to the MU zone. The details of this Exception zone include the following:

- / Add the following uses to the list of permitted uses:
 - Fourplex dwelling
 - Townhouse dwelling
 - Triplex dwelling
- / For the purpose of this exception, the built form provisions for the additional uses will be as established in Section 5.3 – Residential Type Two (R2) Zone, of the Zoning By-law.
- / Notwithstanding provision 5.8.2(d), the minimum required interior side yard setback shall be 3 metres where abutting a Residential Zone.
- / The Holding Zone may be removed upon the receipt by the Township of a Record of Site Condition.

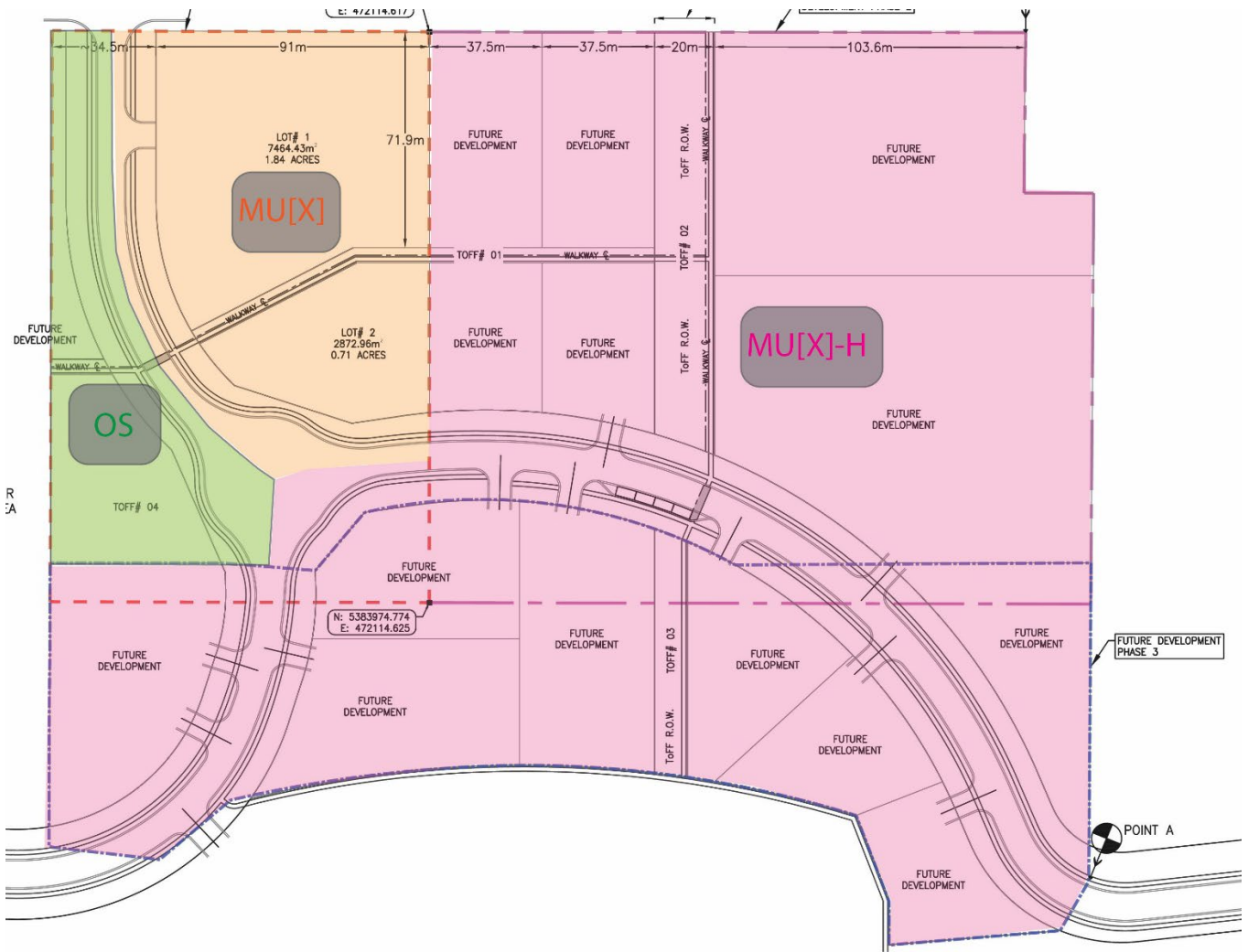


Figure 1: Proposed zones for specific areas of the subject lands.

2.0 Site and Surrounding Area

2.1 Subject Lands

The subject lands are composed of the former Shevlin Wood Yard, which have been vacant for over 40 years. The lands have an approximate area of seven hectares, with frontages on Scott Street to the north (310 metres) and Front Street to the south (95 metres). The lands abut low-rise residential properties to the east and west. To the south, the lands are adjacent to the Rainy River, La Verendrye Parkway, and Sorting Gap Marina.



Figure 2: Aerial image of the subject lands and surrounding area.

2.2 Surrounding Context

The following uses are located in the area surrounding the subject lands:

North: The uses north of the subject lands are primarily characterized by low-rise residential buildings. Additional uses include institutional facilities such as the Memorial Sports Centre, Fort Frances Public Library, and Service Ontario Building.

East: Uses east of the subject lands are as well primarily low-rise residential. Additional recreational uses include La Verendrye Parkway and Point Park.

West: Uses abutting the subject lands are characterized by low-rise residential buildings. Further west is the downtown area, primarily oriented along Scott Street. Uses in this area provide a mix of both residential and commercial uses. The commercial uses include restaurants, a grocery store, office uses, and the La Verendrye Hospital (located south of Scott Street, on Front Street).

South: The property immediately south of the subject lands presently operates as parking for the Marina located along Front Street. The La Verendrye Parkway which runs along the Rainy River is also located south of the subject lands.



Figure 3: Aerial view, viewing northwest, identifying amenities in close proximity to the subject property.

3.0 Policy and Regulatory Review

3.1 Provincial Planning Statement (2024)

The Province of Ontario enacted a new Provincial Planning Statement (PPS) on October 20th, 2024, which represents the consolidation of the previous Provincial Policy Statement (2020) and the *Growth Plan for the Greater Golden Horseshoe* (2019) into a single comprehensive policy document. Included as part of the consolidation are several updates to the previous sets of policies, with a specific emphasis on growth targets and urban boundary expansion related to the provision of greater opportunities for housing across the province. All municipal development policies, documents and decisions must be consistent with the PPS, read in full, as of the date of enactment.

The PPS sets out a vision for land use planning in the Province of Ontario that encourages planning and development that is environmentally-sound, economically strong and that enhances quality of life. The PPS promotes intensification of built-up areas to efficiently use land where existing infrastructure and public service facilities are readily available to avoid unjustified and uneconomic expansions. Planning authorities must identify appropriate locations and promote opportunities for intensification and redevelopment.

The relevant policy interests to the subject application are as follows:

2.1 Planning for People and Homes

2.1.4 To provide for an appropriate range and mix of housing options and densities required to meet projected requirements of current and future residents of the regional market area, planning authorities shall:

- a) Maintain at all times the ability to accommodate residential growth for a minimum of 15 years through lands which are designated and available for residential development; and
- b) Maintain at all times where new development is to occur, land with servicing capacity sufficient to provide at least a three-year supply of residential units available through lands suitably zoned, including units in draft approved or registered plans.

2.1.6 Planning authorities should support the achievement of complete communities by:

- a) Accommodating an appropriate range and mix of land uses, housing options, transportation options with multimodal access, employment, public service facilities and other institutional uses (including schools and associated child care facilities, long-term care facilities, places of worship and cemeteries), recreation, parks and open space, and other uses to meet long-term needs;
- b) Improving accessibility for people of all ages and abilities by addressing land use barriers which restrict their full participation in society; and
- c) Improving social equity and overall quality of life for people of all ages, abilities, and incomes, including equity-deserving groups.

2.2 Housing

2.2.1 Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected needs of current and future residents of the regional market area by, among others:

- a) Establishing and implementing minimum targets for the provision of housing that is affordable to low and moderate income households, and coordinating land use planning and planning for housing with Service Managers to address the full range of housing options including affordable housing needs;
- b) Permitting and facilitating:

1. all housing options required to meet the social, health, economic and wellbeing requirements of current and future residents, including additional needs housing and needs arising from demographic changes and employment opportunities; and
 2. all types of residential intensification, including the development and redevelopment of underutilized commercial and institutional sites (e.g., shopping malls and plazas) for residential use, development and introduction of new housing options within previously developed areas, and redevelopment, which results in a net increase in residential units in accordance with policy 2.3.1.3; and
- c) Promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation.

2.3 Settlement Areas and Settlement Area Boundary Expansions

2.3.1 General Policies for Settlement Areas

- 2.3.1.2 Land use patterns within settlement areas should be based on densities and a mix of land uses which:
- a) Efficiently use land and resources;
 - b) Optimize existing and planned infrastructure and public service facilities;
 - c) Support active transportation;
 - d) Are transit-supportive, as appropriate; and
 - e) Are freight-supportive.
- 2.3.1.3 Planning authorities shall support general intensification and redevelopment to support the achievement of complete communities, including by planning for a range and mix of housing options and prioritizing planning and investment in the necessary infrastructure and public service facilities.

2.4 Strategic Growth Areas

2.4.1 General Policies for Strategic Growth Areas

- 2.4.1.2 To support the achievement of complete communities, a range and mix of housing options, intensification and more mixed-use development, strategic growth areas should be planned:
- a) To accommodate significant population and employment growth;
 - b) As focal areas for education, commercial, recreational, and cultural uses;
 - c) To accommodate and support the transit network and provide connection points for inter- and intra-regional transit; and
 - d) To support affordable, accessible, and equitable housing.

2.8 Employment

2.8.1 Supporting a Modern Economy

- 2.8.1.1 Planning authorities shall promote economic development and competitiveness by:
- a) providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;
 - b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;
 - c) identifying strategic sites for investment, monitoring the availability and suitability of employment sites, including market-ready sites, and seeking to address potential barriers to investment;
 - d) encouraging intensification of employment uses and compatible, compact, mixed-use development to support the achievement of complete communities; and
 - e) addressing land use compatibility adjacent to employment areas by providing an appropriate transition to sensitive land uses.

2.9 Energy Conservation, Air Quality and Climate Change

- 2.9.1.1 Planning authorities shall plan to reduce greenhouse gas emissions and prepare for the impacts of a changing climate through approaches that, among others:
- a) support the achievement of compact, transit-supportive, and complete communities.

3.1 General Policies for Infrastructure and Public Service Facilities

- 3.1.1 Infrastructure and public service facilities shall be provided in an efficient manner while accommodating projected needs.

Planning for infrastructure and public service facilities shall be coordinated and integrated with land use planning and growth management so that they:

- a) are financially viable over their life cycle, which may be demonstrated through asset management planning
- b) leverage the capacity of development proponents, where appropriate; and
- c) are available to meet current and projected needs.

3.2 Transportation Systems

- 3.2.1 Transportation systems should be provided which are safe, energy efficient, facilitate the movement of people and goods, are appropriate to address projected needs, and support the use of zero- and low-emission vehicles.

3.3 Transportation and Infrastructure Corridors

- 3.3.1 Planning authorities shall plan for and protect corridors and rights-of-way for infrastructure, including transportation, transit and electricity generation facilities and transmission systems to meet current and projected needs.
- 3.3.2 Major goods movement facilities and corridors shall be protected for the long term.
- 3.3.3 Planning authorities shall not permit development in planned corridors that could preclude or negatively affect the use of the corridor for the purpose(s) for which it was identified.

New development proposed on adjacent lands to existing or planned corridors and transportation facilities should be compatible with, and supportive of, the long-term purposes of the corridor and should be designed to avoid, or where avoidance is not possible, minimize and mitigate negative impacts on and adverse effects from the corridor and transportation facilities.

3.6 Sewage, Water and Stormwater

- 3.6.2 Municipal sewage services and municipal water services are the preferred form of servicing for settlement areas to support protection of the environment and minimize potential risks to human health and safety.
- 3.6.8 Planning for stormwater management shall:
- a) be integrated with planning for sewage and water services and ensure that systems are optimized, retrofitted as appropriate, feasible and financially viable over their full life cycle;
 - f) promote best practices, including stormwater attenuation and re-use, water conservation and efficiency, and low impact development.

6.1 General Policies for Implementation and Interpretation

- 6.1.5 Official plans shall identify provincial interests and set out appropriate land use designations and policies. Official plans shall provide clear, reasonable and attainable policies to protect provincial interests and facilitate development in suitable areas.

The proposed Official Plan Amendment and Zoning By-law Amendment for the subject lands are consistent with the policies of the Provincial Planning Statement. Future mixed-use development on the subject lands represents an efficient use of an under-utilized parcel that has access to existing infrastructure, public facilities, employment, amenities, and services in the broader area. The location of the subject lands within a settlement area will increase supply and mix of housing stock and complementary uses in the broader area.

3.2 Growth Plan for Northern Ontario (2011)

The Growth Plan for Northern Ontario (the “Growth Plan”) was released March 3, 2011, and was prepared and approved under the Places to Grow Act, 2005. The Plan is premised on a 25-year planning horizon that provides guidance to align provincial decision-making and investment for economic and population growth in Northern Ontario. The Plan focuses on attracting and sustaining growth in northern communities and contains policies in the areas of Economy, People, Communities, Infrastructure, Environment, and Aboriginal Peoples.

The Growth Plan identifies Guiding Principles, which include:

- / Creating a highly productive region, with a diverse, globally competitive economy that offers a range of career opportunities with residents (1.4.1);
- / Development of a highly educated and skilled workforce to support an evolving knowledge-based economy and excellence in the trades (1.4.2);
- / Partnering with Aboriginal peoples to increase educational and employment opportunities (1.4.3);
- / Delivering a complete network of transportation, energy, communications, social and learning infrastructure to support strong, vibrant communities (1.4.4);
- / Demonstrating leadership in sustainable growth and environmental management (1.4.5); and
- / Establishing innovative partnerships to maximize resources and ensure this Plan achieves its ambitious vision and is fiscally sustainable (1.4.6).

Applicable policies are listed in the table below.

Policy Reference	Policy Details
3.0 People	
3.4 A healthy population	
3.4.3	Municipalities are encouraged to support and promote healthy living by providing for communities with a diverse mix of land uses, a range and mix of employment and housing types, high-quality public spaces, and easy access to local stores and services.
5.0 Infrastructure	
5.2 Co-ordinated, strategic infrastructure investments	
5.2.1	Infrastructure planning, land-use planning, and infrastructure investments will be co-ordinated to implement this Plan. Infrastructure includes, but is not limited to: transportation systems, water and wastewater infrastructure, waste management systems, energy infrastructure, community infrastructure, and information and communications technology infrastructure.
5.2.4	Infrastructure planning and investments will contribute to a culture of conservation by, wherever feasible, utilizing approaches and technologies that reduce energy and water use, increase efficiencies, and promote intensification and brownfield site redevelopment.

5.3 A multi-modal transportation system

5.3.1	Transportation system planning, land-use planning, and transportation investments will be co-ordinated to implement this Plan.
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The proposed Official Plan Amendment and Zoning By-law Amendment are consistent with the policies and directions of the Growth Plan for Northern Ontario.

3.3 Town of Fort Frances Official Plan (2025)

The Town of Fort Frances Official Plan establishes a vision, guiding principles, and policies to guide future growth and development and land use decisions in the Town for the next 25 years, to the year 2046. It is the intent that the Official Plan helps the community achieve its long-term vision by implementing a range of local and provincial policies, plans, and strategies, as well as guide physical and economic growth while protecting social, cultural, and natural heritage resources.

3.3.1 Vision Statement and Guiding Principles

The Official Plan states that Fort Frances will be a complete, sustainable, and accessible Northern community that is home to a range of housing options, services, and opportunities for residents of all ages.

The Official Plan contemplates 24 guiding principles in its aspiration to be a complete, sustainable, and accessible community. Specific principles that are relevant to future development on the subject lands include the following:

- / Promote a logical, orderly, attractive and cost-effective development and land use pattern in the Town.
- / Facilitate social inclusion, improved access to housing, employment and commerce, job opportunities and social services.
- / Provide a policy framework for creating healthy, safe, vibrant, mixed-use neighbourhoods in the Town.
- / Encourage an adequate supply and diverse range of different housing types, as well as options for affordable and supportive housing that meet the housing needs for all residents.
- / Make efficient use of infrastructure by encouraging compact, mixed use, walkable, and connected neighbourhoods.
- / Encourage the development of places of employment, including facilitating the expansion of existing businesses, such as home occupations and home businesses, as well as attracting new businesses and industry to the Town.
- / Provide opportunities for the remediation and adaptive re-use of brownfield sites (properties that may be contaminated) and greyfield sites (previously developed properties that are underutilized, derelict or vacant but not contaminated).
- / Promote a transportation system which is accessible to all residents, including but not limited to youth, young families, and senior citizens.

The proposed Official Plan Amendment contributes to the realization of community goals, including the Guiding Principles in Section 2.2 of the Plan.

3.3.2 General Policies

Section 4.3 contains policies for the development of brownfields, which are defined as undeveloped or previously-developed properties that may be contaminated. The preamble states that the Town supports brownfield redevelopment, representing an economic development opportunity. The remediation and redevelopment of brownfield sites is encouraged, particularly in proximity to La Verendrye Parkway. Policies direct Town leadership to work with developers and entrepreneurs to find new opportunities and partnerships to address the redevelopment of brownfields.

3.3.3 Land Use Designations

3.3.3.1 Existing Designation

As identified on Schedule A-2: Land Use – Settlement Area, the subject lands are presently designated **Future Development**. Lands designated as Future Development represent opportunities for future development within the urban area, but either cannot be readily serviced or require future studies to determine the planned function of the lands. As no new uses are permitted within the designation that would preclude the future orderly development of Future Development lands, only existing uses are permitted.

While some parcels of the subject lands are presently unserviced, a conceptual servicing plan has been provided to the Town that considers future development potential across the lands.

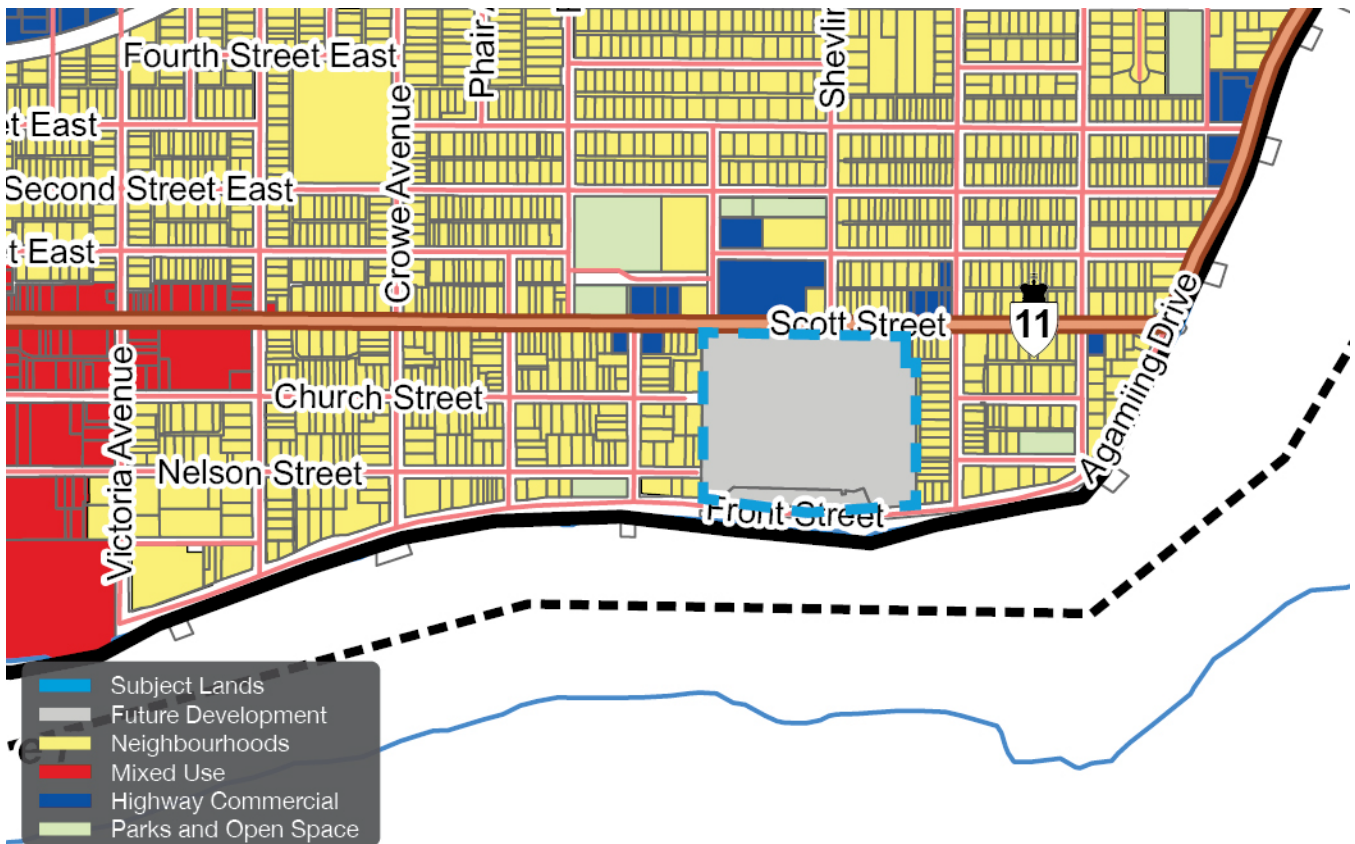


Figure 4: Schedule A-2: Land Use – Settlement Area, Town of Fort Frances Official Plan.

3.3.3.2 Proposed Designation

As part of the Official Plan Amendment, the subject lands are proposed to be redesignated to **Mixed Use**. The purpose of the Mixed Use designation is to reflect the lands that have historically been the focal point of activity in the Town, with a mix of businesses, public spaces, employment, institutions, retail stores, and residential uses. Future development as planned and identified in the Land Use and Economic Development Feasibility Study for the Redevelopment of the Shevlin Wood Yard and Gateway to Fort Frances contemplates a mix of residential, commercial, and open space uses that are accurately characterized as a mix of uses in an area that is to be focal point of activity of the Town of Fort Frances.

Mixed Use Designation Objectives

The future development of the subject lands meet the objectives of the Mixed Use designation as outlined in Section 5.2.1, among others:

- a) To support a vibrant downtown with welcoming public spaces and high-quality urban design.

The future development of the lands would offer the addition of a mix of uses in proximity to the historical downtown area of Fort Frances, as well as the waterfront area and other institutional uses. The development will introduce commercial and institutional uses that will contribute to the vibrancy of the area, as well as residential uses that will provide new residents to support downtown activities. The provisions in the proposed Zoning By-law will create opportunities for high-quality urban design, particularly along abutting streets.

- b) To foster the business function of the Town's Downtown by promoting all types of commercial uses.

The Official Plan Amendment and Zoning By-law Amendment seek to permit a range of land uses, including a broad range of commercial uses. Additionally, the lands will enable the development of residential dwellings that will contribute to the consumer base for future commercial uses.

- d) Provide a complete community where residents can access work, services, amenities, and places to live.

As described in the feasibility study undertaken for the subject lands, the area looks to develop into a community with a mix of residential types which will support commercial uses. The subject lands are centrally-located and offer access to the surrounding shopping, employment areas, and community amenities.

- e) To provide the focus for future intensification and redevelopment within the Town.

As reflected by its current Future Development designation in the Official Plan, the subject lands are intended for future intensification of development. The redesignation to a Mixed Use policy framework completes a step toward realizing that objective.

Mixed Use Designation Policies

The future development of the subject lands is anticipated to meet the policies of the Mixed Use designation as outlined in Section 5.2.3. An evaluation of the principal applicable policies is included below:

- a) Some of the lands designated as Mixed Use shall be also subject to Special Study Area 1: Downtown Area and related policies in Section 6.5.1 Downtown Area of this Plan. A Secondary Plan shall be prepared to address the Downtown's special issues, as well as provide for a specific set of design guidelines.

The subject lands are identified as being located in Special Study Area 2: Former Shevlin Woodyard. Policies related to the study area include the potential of future further technical studies. The Land Use and Economic Development Feasibility Study for the Redevelopment of the Shevlin Wood Yard and Gateway to Fort Frances provides a sound basis for a design study, and further technical studies such as servicing, geotechnical engineering reports, or environmental assessments will be undertaken as part of future Site Plan Control applications for each block.

- b) Adequate off-street vehicle and bicycle parking and loading facilities shall be provided in accordance with the Zoning By-law. The parking required in the Mixed Use designation may be provided at a reduced level compared to other designations, in accordance with the Zoning By-law. Shared parking spaces are encouraged, and parking in lots in proximity to the use may satisfy parking requirements.

Future parking rates will be considered as part of future development applications, including Site Plan Control, as applicable. The proposed Zoning By-law Amendment does not include relief from current off-street parking, bicycle, or loading provisions.

- e) Commercial uses should be located so as to minimize the setback from the public right-of-way on the ground level.

The proposed Mixed Use zone provides a minimum front yard setback of 2 metres, creating a strong and close relationship to the public street. To achieve a quality of urban design that meets this policy, individual setbacks in future development will be further reviewed as part of forthcoming Site Plan Control applications.

- g) Residential uses shall be encouraged to locate on the upper floors or in the rear of mixed-use buildings provided that adequate access and parking can be provided.

The proposed Mixed Use zone permits the use ‘accessory dwelling unit,’ which references residential uses on the upper floors of buildings with commercial uses at-grade. No further zoning relief is required to implement this policy.

The uses envisioned for the subject lands, as outlined in the Land Use and Economic Development Feasibility Study for the Redevelopment of the Shevlin Wood Yard and Gateway to Fort Frances, meet the objectives and policies of the Mixed Use designation. The lands are planned to be used to provide a mix of residential and commercial uses at varying levels of intensity that will contribute to the increase of housing stock, commercial opportunities, and the vitality and extension of the downtown area further east along Scott Street.

3.3.4 Growth Management

Growth in Fort Frances shall be managed by directing future development to the Town’s Settlement Area, in order to optimize the use of existing infrastructure, creating a compact community, and protecting the natural environment. By 2046, the Town is projected to reach a population of 8,213 persons, 3,795 households, and an employment base of 4,171 jobs, which represent increases of 359 persons, 157 households, and 54 jobs in employment areas from 2021.

Growth Management Goals

The future development of the subject lands meets the objectives of the Growth Management goals, as outlined in applicable policies of Section 3.1:

- a) Foster the creation of complete, healthy, and vibrant communities and enhance the quality of life for all residents by directing the majority of growth and development to the settlement areas to conserve and protect the Town’s diverse natural environment.

Planned future development, as described in the Land Use and Economic Development Feasibility Study, will provide the opportunity for residential development in a variety of types and densities on lands within the settlement area, as well as supporting non-residential uses.

- b) Promote development patterns in the Settlement Area that efficiently use land, resources, infrastructure, and public services and facilities, through compact urban forms, a mix of land uses and appropriate densities.

The proposed lot fabric, as illustrated on the Lot Separation Plan prepared by Hatch, provides for the orderly and efficient use of the lands, enabling an urban built form and efficient servicing and infrastructure connections.

- c) Identify and encourage opportunities for intensification, infill and redevelopment in appropriate locations and of a scale and character of development that is compatible with the community.

The proposed Mixed Use zoning permits a variety of residential uses, including higher-density housing types such as apartment dwelling.

- e) Encourage the provision of a broad range of housing types and affordability to meet the needs of the existing and future residents of the Town.

As described in the requested zoning exception, a variety of medium- and high-density housing types are to be permitted within the requested zone for the subject lands.

The planned function of the subject lands will provide the opportunity for the Town of Fort Frances to meet its growth management goals by contributing to development within the settlement area, in a compact and efficient pattern that will include a variety of building types and densities.

3.3.5 Intensification

Intensification means the development of a property, site, or area at a higher density than what currently exists. This can be achieved through redevelopment (including the reuse of brownfield and greyfield sites), development of vacant and/or underutilized lots within previously developed areas, infill development, and the expansion, conversion and/or adaptive re-use of existing buildings. It is expected that intensification will play an important role in accommodating future growth in the Town.

It is anticipated that the subject lands will play a key role in meeting the Town's intensification targets. As directed in policy 4.9, intensification of the subject lands must address planning considerations through a severance, Site Plan Control, or Plan of Subdivision.

Intensification Targets Policies

The future development of the subject lands meets the policies of the Intensification Targets section of the Official Plan, as described in Section 4.9.1. Among others:

- a) It is anticipated that a minimum of 15% of all new lots/units created shall be through residential intensification in the Town's Settlement Area.

The subject lands represent the opportunity to redevelop an existing brownfield with residential dwellings that will contribute to meeting the Town's intensification target.

- b) Notwithstanding Policy a) above, the Town shall support achieving a higher rate of intensification in order to maximize the efficient use of existing infrastructure and services.

The subject lands are proposed to be zoned to include a range of residential built forms, including apartment dwellings, which will provide the greatest level of intensification opportunity relative to the site area.

3.3.6 Urban Design Principles

Section 4.17 of the Official Plan states that safe and attractive neighbourhoods and high-quality built form and community design are essential for creating a physical environment where people have the appropriate places to interact, live, work, recreate and learn. While the urban design principles included in the policy will be further assessed through individual development applications, some are applicable to the proposed Amendments:

- b) The Town, through the review of development applications will, among others:
 - / Ensure that the design of new development is in keeping with the traditional character of the area in a manner that both preserves the traditional community image and enhances their sense of place within Fort Frances.
 - / Promote efficient and cost-effective development patterns that minimize land consumption.
 - / Encourage design that considers, and wherever possible continues, existing and traditional street patterns and neighbourhood structure.

The proposed amendments will enable compatible land uses and design standards that enable an efficient use of land and continue the general built-form character of downtown Fort Frances. While the envisioned street network deviates from the traditional street pattern of the surrounding area, the future network enables better truck movements through the downtown area.

- c) Measures should be taken to ensure that the permitted uses address compatibility with adjacent land uses. Adequate separation buffering or screening shall be provided between any uses where land use conflicts might be expected, such as the provision of grass strips and appropriate planting of trees and shrubs, berms or fence screening, and other means, as appropriate. Modifications to building orientation may also represent appropriate buffering measures.

While no specific building designs are proposed at this time, the recommended Zoning By-law Amendment incorporates site-specific setbacks that reflect the unique land use profile of the subject lands that contrast with the traditional downtown built form.

The proposed Official Plan Amendment is consistent with the Goals and Objectives of the Official Plan and applies a policy framework to the lands that will contribute to meeting growth management directions.

3.4 Town of Fort Frances Zoning By-law (93-25)

3.4.1 Existing Zoning

The subject lands, as described on Schedule A-2: Settlement Area – Zones, are zoned **Future Development (FD)**. The purpose of the zone is to limit the range of permitted uses to those which will not negatively impact the planned future development of the lands.

Permitted uses within the FD zone include the following:

- / A use existing on the date of passing of this By-law
- / Accessory building or use to an existing use on the date of passing of this By-law

Given the purpose and permitted uses of the FD zone, a Zoning By-law Amendment is required to regulate development in accordance with the recommended Mixed Use policy designation in the Official Plan Amendment.

3.4.2 Proposed Zoning – Mixed Use Zone

As identified on Figure 1, the majority of the subject lands are proposed to be rezoned **Mixed Use Zone, Exception [X] (MU[X])**. The purpose of the MU zone is to ensure that lands designated Mixed Use in the Official Plan can accommodate a variety of uses, including residential, commercial, institutional, and recreational, among others.

Permitted uses in the MU zone include the following:

- | | | |
|----------------------------|-----------------------------------|--|
| / Accessory dwelling units | / Apartment dwelling | / Animal hospital |
| / Art gallery | / Assembly hall | / Bar |
| / Community centre | / Community garden | / Community health and resource centre |
| / Day care centre | / Financial institution | / Funeral home |
| / Hotel | / Laboratory | / Long-term care home |
| / Medical clinic | / Microbrewery | / Motel |
| / Motor vehicle gas bar | / Museum | / Nanobrewery |
| / Office | / Outdoor recreation | / Public park |
| / Parking lot | / Personal services establishment | / Place of recreation |
| / Place of worship | / Post office | / Private club |

- / Public use
- / Retail store
- / Transportation depot
- / Research and development establishment
- / School
- / Restaurant
- / Service shop

The following table provides a summary of the Mixed Use zone provisions as detailed in Zoning By-law 93-25:

Provision (MU)		Requirement
Minimum Lot Area		230 square metres
Minimum Lot Frontage		7.5 metres
Minimum Front Yard		2.0 metres
Minimum Interior Side Yard		0 metres
Minimum Exterior Side Yard		2.0 metres
Minimum Rear Yard	Apartment Dwelling	7.5 metres
	All Other Cases	4.5 metres
Maximum Building Height		15.0 metres
Permitted Location of Accessory Dwelling		Where a building contains both accessory dwelling units and non-residential uses, the accessory dwelling units shall be located: i. On floors above the first floor; or ii. Where located on the first floor, located a minimum of 6.0 m from the front building wall, excluding lobbies or common areas.

3.4.3 Proposed Zoning – Open Space

The northwest portion of the lands are proposed to be rezoned **Open Space (OS)** to accommodate a future stormwater management pond and recreation space. The purpose of the zone is to permit uses that contribute to the development of parks, trails, and limited uses that provide recreational opportunities to residents and visitors.

Permitted uses include the following:

- / Community garden
- / Marine facility
- / Public park and accessory structures
- / Conservation
- / Outdoor recreation
- / Restaurant, mobile structures
- / Marina
- / Private recreational park

The following table provides a summary of the Open Space zone provisions as detailed in Zoning By-law 93-25:

Provision (OS)	Requirement
Minimum Lot Area	4,000 square metres
Minimum Lot Frontage	30 metres
Minimum Front Yard	9.0 metres

Provision (OS)	Requirement
Minimum Interior Side Yard	7.5 metres
Minimum Exterior Side Yard	9.0 metres
Minimum Rear Yard	9.0 metres
Maximum Building Height	12.0 metres

3.4.4 Holding Zone

While the northwestern portion of the lands have been successfully remediated, as confirmed through a Record of Site Condition, the balance of the lands remain contaminated. To ensure that development cannot proceed until the lands are remediated, application of a **Holding Zone** is recommended.

A Holding Zone is enabled by Section 36 of the Planning Act and Section 9.16.1 of the Town of Fort Frances Official Plan. The intent of the tool is to prohibit development until explicit conditions are satisfied. The condition to remove the Holding Zone will be included in the site-specific exception and will be evaluated through the development approvals process. Once the condition is satisfied, Council may lift the Holding symbol.

The following wording is recommended to be included in the site-specific exception:

- / The Holding Zone may be removed upon the receipt by the Township of a Record of Site Condition that demonstrates that contamination on the lands have been remediated.

3.5 Land Use and Economic Development Feasibility Study for the Redevelopment of the Shevlin Wood Yard and Gateway to Fort Frances (2021)

In 2021 the Town of Fort Frances received the Land Use and Economic Development Feasibility Study for the Redevelopment of the Shevlin Wood Yard and Gateway to Fort Frances. The study included conceptual designs for the subject lands, including elements such as the proposed road network, parcel fabric, site servicing, and mix of proposed uses. Additionally, a market analysis and public engagement were also undertaken.

The findings of the report were received and accepted by Town Council and represent the future vision and planned function of the subject lands.

4.0 Proposed Amendments

4.1 Official Plan Amendment

The proposed amendment to the Town of Fort Frances Official Plan is:

- / Amend the Official Plan and associated Schedule A2 to redesignate the subject lands from Future Development to Mixed Use.

The proposed redesignation is appropriate for the subject lands as the Mixed Use designation will provide the opportunity for future development as described in the Land Use and Economic Development Feasibility Study for the Redevelopment of the Shevlin Wood Yard and Gateway to Fort Frances.

Further, the Future Development designation is no longer appropriate, given a conceptual servicing plan has been provided to the Town and prospective developers have noted interest in beginning to develop the subject lands.

4.2 Zoning By-law Amendment

The proposed Zoning By-law Amendment seeks to rezone the subject lands as illustrated on Figure 1. The rezoning includes Mixed Use Zone with Exception (MU[X]), Mixed Use Zone with Exception and Holding Zone (MU[X]-H), and Open Space (OS).

4.2.1 Mixed Use Zone

The proposed rezoning of the majority of the subject lands to Mixed Use is appropriate as the planned function of the lands is to accommodate a mix of residential and commercial uses. The wide range of permitted uses in the Mixed Use zone are anticipated to capture the majority of planned uses. The remainder of the request uses and provisions will be captured in the associated Exception.

Zoning Exception

4.2.2 Exception Zone

To accommodate the proposal while ensuring compatibility, additional provisions are recommended to be added to the MU zone. The details of this Exception zone include the following:

- / Add the following uses to the list of permitted uses:
 - Fourplex dwelling
 - Townhouse dwelling
 - Triplex dwelling
- / For the purpose of this Exception, the built form provisions for the additional uses will be as established in Section 5.3 – Residential Type Two (R2) Zone of the Zoning By-law.
- / Notwithstanding provision 5.8.2(d), the minimum required interior side yard setback shall be 3 metres where abutting a Residential Zone.
- / The Holding Zone may be removed upon the receipt by the Township of a Record of Site Condition that demonstrates that contamination on the lands have been remediated.

The proposed additional uses are appropriate, as the intended function of the subject lands are to support a mixed-use community that integrates a variety of residential and commercial uses. The Mixed Use zone permits a variety of non-residential uses, but does not accommodate the full suite of residential uses envisioned in the Land Use and Economic Development Feasibility Study for the Redevelopment of the Shevlin Wood Yard and Gateway to Fort Frances. By adding medium-density residential uses through an Exception, any further Zoning By-law Amendment will not be necessary to develop the envisioned range of residential built form.

Additionally, the site conditions and surrounding character warrant a site-specific exception for interior side yard setback. The MU zone establishes a 0-metre interior side yard setback requirement, reflective of historical conditions along Scott Street in the downtown, including small lots and extensive lot coverage. In that context, allowing for no setbacks between buildings creates a stronger sense of enclosure and continues the continuous building frontage characteristic of this vintage of commercial street. On the subject lands, there are two principal reasons to introduce a 3-metre interior side yard setback requirement:

- / To enable maintenance of the sides of buildings, which would otherwise require easements or trespass on adjacent properties; and
- / To ensure a modest setback distance between buildings and adjacent residential uses along the west and east boundaries of the lands.

The requested site-specific zoning exceptions are appropriate and reflect site conditions and the vision for the lands.

4.2.3 Open Space Zone

The northwest area of the subject lands are recommended to be rezoned to Open Space (OS). The Open Space zone will provide appropriate uses for the intended function of the lands, which is to be primarily used as a stormwater retention pond to service the remainder of the subject lands. Other parks and recreation uses are similarly appropriate for this area of the lands.

5.0 Conclusions

It is our professional opinion the proposed Official Plan and Zoning By-law Amendments are appropriate, represent good planning, and are in the public interest.

- / The proposed amendments are **consistent with the Provincial Planning Statement (PPS)** by providing the opportunity for efficient and appropriate development on lands within the urban boundary, in an intensification target area contributing to a range of housing and commercial options available in the community.
- / The proposed amendments are consistent with the **Growth Plan for Northern Ontario** by providing for a range of land uses supported by new and existing infrastructure.
- / The proposed amendments **conform to the Official Plan's vision** for managing growth in the settlement area and will contribute to meeting the intensification target and mixed-use goals established in the Official Plan.
- / The proposed Official Plan Amendment to redesignate the lands Mixed Use is **consistent with the planned function of the subject lands**, as described in the Land Use and Economic Development Feasibility Study for the Redevelopment of the Shevlin Wood Yard and Gateway to Fort Frances.
- / The proposed Zoning By-law Amendment to rezone the lands primarily Mixed Use with an associated Exception and Holding Zone is appropriate, as it conforms with the proposed Official Plan policy designation, will increase the number of permitted residential uses, and will provide appropriate built form provisions to remain sensitive to the existing surrounding uses.

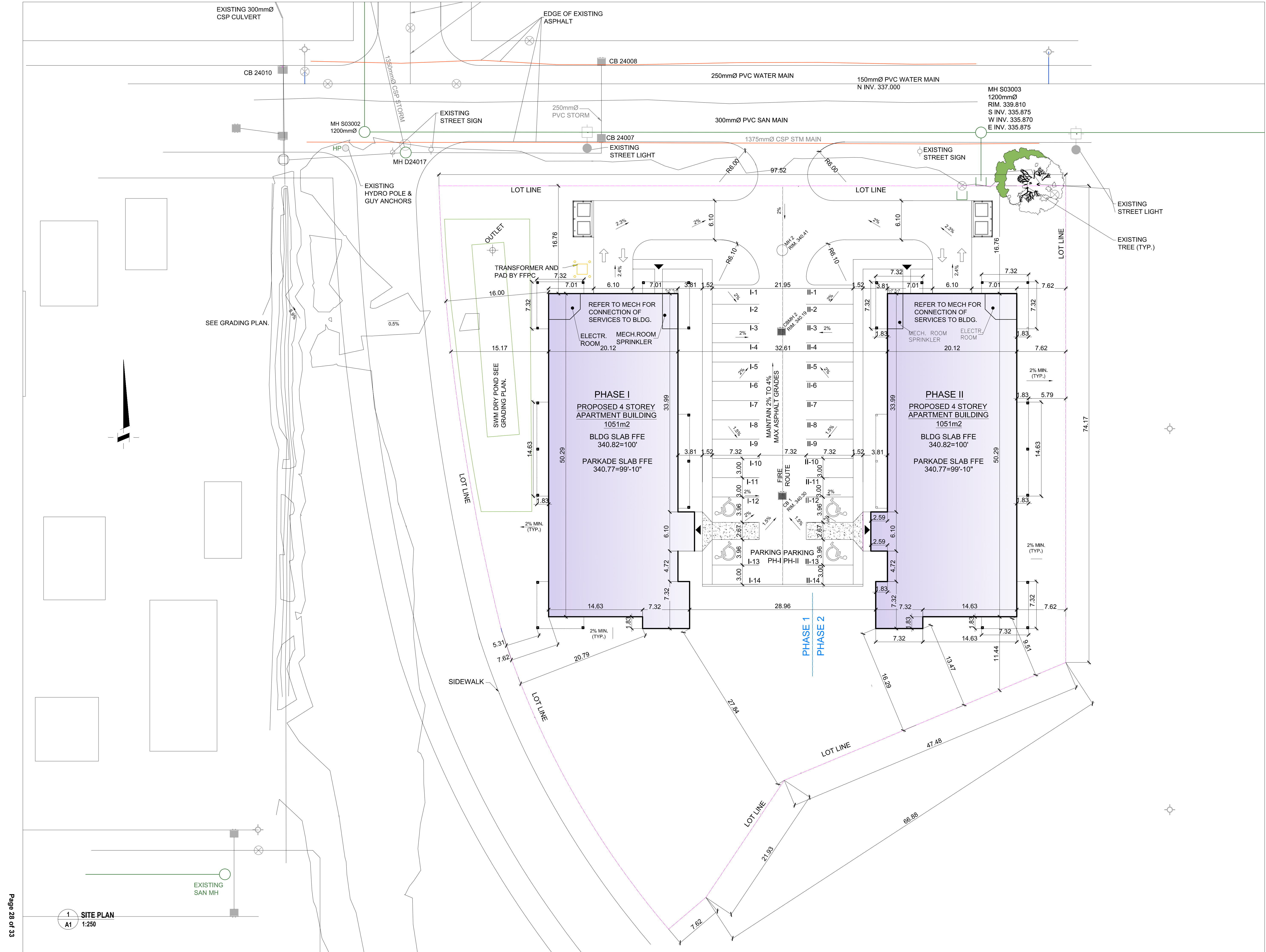
Sincerely,



Tyler Yakichuk, MCIP RPP
Senior Planner



Jaime Posen, MCIP RPP
Principal



1	11.03.2026	SITE PLAN CONTROL
No.	DATE	ISSUED FOR

Seal

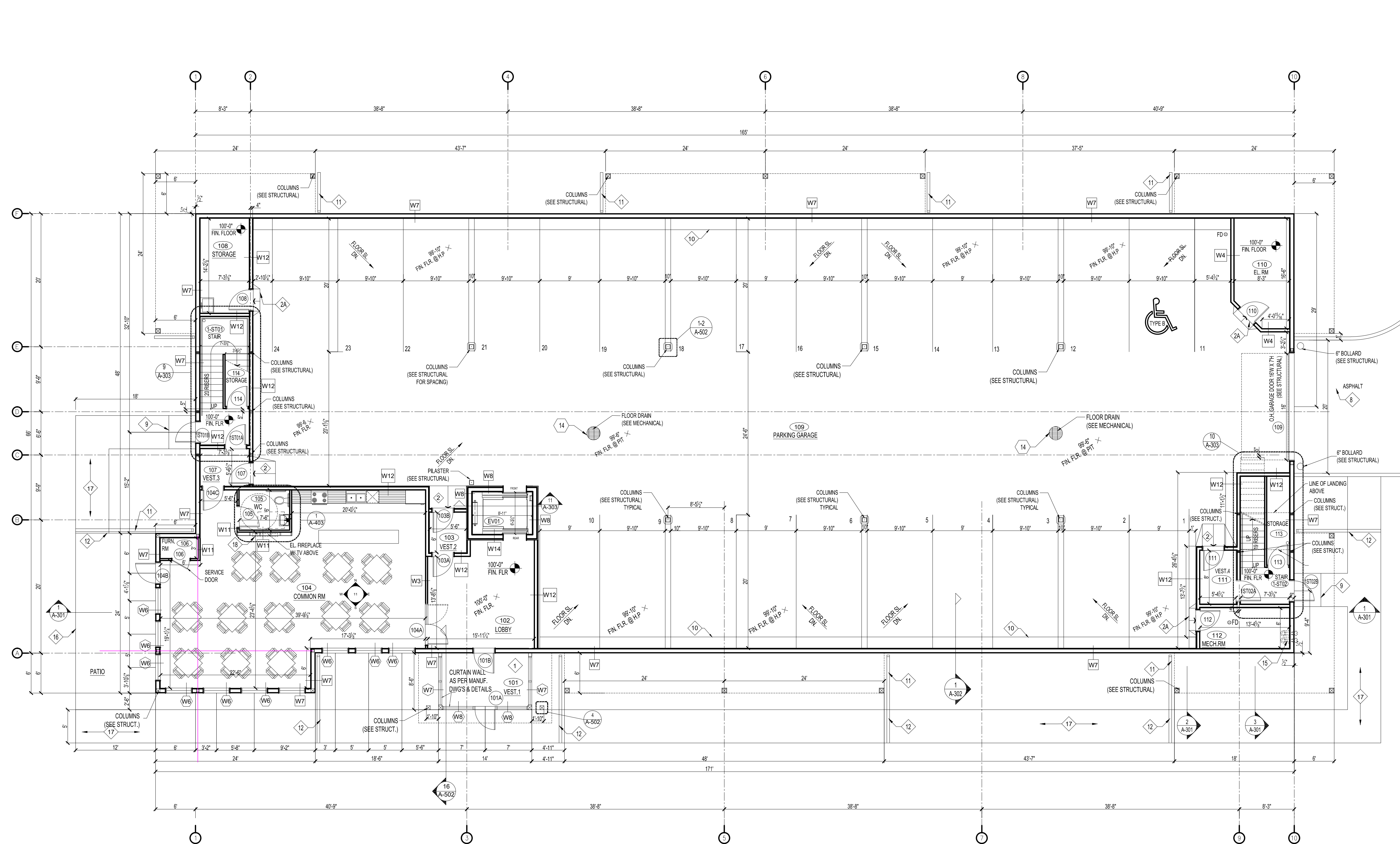


Title: SITE PLAN	
Project: 24 SUITE APARTMENT BUILDINGS PHASE I & PHASE II FORT FRANCES, ON	
Client: BRIDGEROAD CONSTRUCTION	
Scale: AS NOTED	
Drawn by: JH	Approved by: JH
Project No.	No.
Date: March, 2026	A-101

The drawing is in compliance with the requirements of the Ontario Building Code 2020
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Construction must conform to all applicable codes and regulations.

This drawing is not to be scaled. All architectural symbols indicated are graphic representations only.



SYMBOL	CONSTRUCTION
DEMISING WALL	W1 CONSTRUCTION (1 HR FRB, STC MIN) 1/2" TYPE X GYPSUM BOARD, PAINT 2X4 WOOD FRAMING @ 16" O.C. BATT INSULATION
SUITE	W2 CONSTRUCTION (1 HR FRB, STC 51) 1 LAYER 5/8" TYPE X GWB, PAINT 2X8 WOOD FRAMING @ 16" O.C. FRICTION FIT ACoustic BATT INSULATION 12" RESILIENT CHANNEL @ 16" O.C. 1 LAYER 5/8" TYPE X GWB, PAINT (CORRIDOR SIDE)
CORRIDOR	W3 CONSTRUCTION 1/2" TYPE X GYPSUM BOARD, PAINT 2X4 WOOD FRAMING @ 16" O.C. 12" TYPE X GYPSUM BOARD, PAINT
W4	W4 CONSTRUCTION (0 HR FRB, SMOKE SEAL) 1/2" TYPE X GYPSUM BOARD, PAINT 2X4 WOOD FRAMING @ 16" O.C. 12" TYPE X GYPSUM BOARD, PAINT
W5	W5 CONSTRUCTION (1 HR FRB) 2X4 WOOD FRAMING @ 16" O.C. 1/2" TYPE X GYPSUM BOARD, PAINT
INTERIOR	W6 CONSTRUCTION (1 HR FRB) 5/8" TYPE X GYPSUM BOARD, PAINT 4 MIL POLY VAPOR BARRIER 2X8 WOOD FRAMING @ 16" O.C. 12" BATT INSULATION
EXTERIOR	W7 CONSTRUCTION 7/16" OSB SHEATHING WATER RESISTANT BLDG PAPER (TYPAR) HARDBOARD PANELS & HORIZONTAL BONES SMOOTH NOT SHOWN ON PLAN (SEE ELEVATIONS)
W8	W8 CONSTRUCTION (1 HR FRB) 2 LAYERS 5/8" TYPE X GWB, PAINT 4 MIL CGSB POLY VAPOR BARRIER 2X8 WOOD FRAMING @ 16" O.C. (SEE STRUCTURAL) FRICTION FIT BATT INSULATION 7/16" OSB SHEATHING WATER RESISTANT BLDG PAPER (TYPAR) HARDBOARD PANELS STUCCO FINISH NOT SHOWN ON PLAN (SEE ELEVATIONS)
CORRIDOR	W9 CONSTRUCTION (1 HR FRB) 5/8" TYPE X GYPSUM BOARD, PAINT 2X4 WOOD FRAMING @ 16" O.C. 12" TYPE X GYPSUM BOARD, PAINT
ELEVATOR	W10 CONSTRUCTION (1 HR FRB) 7/16" OSB SHEATHING FRICTION FIT ACoustic BATT INSULATION 2X4 WOOD FRAMING @ 16" O.C. 12" TYPE X GYPSUM BOARD, PAINT
W11	W11 CONSTRUCTION (1 HR FRB) 1 LAYER 5/8" TYPE X GWB, PAINT 2X4 WOOD FRAMING @ 16" O.C. FRICTION FIT ACoustic BATT INSULATION 1 LAYER 1/2" GWB, PAINT
W12	W12 CONSTRUCTION (1.5 HR FRB, STC 51) 1 LAYER 5/8" TYPE X GWB, PAINT 2X8 WOOD FRAMING @ 16" O.C. FRICTION FIT ACoustic BATT INSULATION 12" RESILIENT METAL CHANNELS @ 16" O.C. 2 LAYERS 5/8" TYPE X GWB, PAINT
W13	W13 CONSTRUCTION (1 HR FRB) 5/8" TYPE X GYPSUM BOARD, PAINT 2X4 WOOD FRAMING @ 16" O.C. BATT INSULATION 1/2" TYPE X GYPSUM BOARD, PAINT
W14	W14 CONSTRUCTION (1 HR FRB) 5/8" TYPE X GYPSUM BOARD, PAINT BATT INSULATION 2X4 WOOD FRAMING @ 16" O.C. 1/2" TYPE X GYPSUM BOARD, PAINT
W15	W15 CONSTRUCTION (1 HR FRB, STC 51 MIN) 1 LAYER 5/8" TYPE X GWB, PAINT 12" RESILIENT CHANNEL @ 16" O.C. 2X8 WOOD FRAMING @ 16" O.C. FRICTION FIT ACoustic BATT INSULATION 1/2" TYPE X GWB, PAINT
W17	W17 CONSTRUCTION 5/8" TYPE X GYPSUM BOARD, PAINT 2X8 WOOD FRAMING @ 16" O.C. 1/2" TYPE X GYPSUM BOARD, PAINT
W18	W18 CONSTRUCTION W18 CORRIDOR WALL (PAINTED) 2X8 WOOD FRAMING @ 16" O.C. 1/2" TYPE X GYPSUM BOARD, PAINT

SYMBOL	CONSTRUCTION
F1	F1 CONSTRUCTION FINISHED FLOOR 8" CAST IN PLACE CONCRETE SLAB POLYETHYLENE VAPOR BARRIER 10" R-2 TYPE W INSULATION GRANULAR FILL AS RECOMMENDED IN GEO-TECH REPORT
F2	F2 CONSTRUCTION (1.5 HR FRB, STC 51 MIN) FINISHED FLOOR 1" GYP-CRETE 1/2" TAG OSB SHEATHING PRE-ENGINEERED WOOD JOISTS (SEE STRUCTURAL) 8" BATT INSULATION 3 LAYERS 5/8" TYPE X GYPSUM BOARD
F3	F3 CONSTRUCTION (1 HR FRB, STC 51 MIN) FINISHED FLOOR 1" GYP-CRETE 1/2" TAG OSB SHEATHING PRE-ENGINEERED WOOD JOISTS (SEE STRUCTURAL) 8" BATT INSULATION 12" RESILIENT CHANNEL @ 16" O.C. 2 LAYERS 5/8" TYPE X GYPSUM BOARD
F4	F4 CONSTRUCTION (1 HR FRB, STC 51 MIN) FINISHED FLOOR 1" GYP-CRETE 1/2" TAG OSB SHEATHING 2X8 WOOD FLOOR JOISTS (SEE STRUCT.) FRICTION FIT ACoustic BATT INSULATION 1 LAYER 5/8" TYPE X GWB 12" RESILIENT CHANNEL @ 16" O.C. 2 LAYERS 5/8" TYPE X GYPSUM BOARD
F5	F5 CONSTRUCTION (1.5 HR FRB, STC 51 MIN) FINISHED FLOOR 1" GYP-CRETE 1/2" TAG OSB SHEATHING 2X8 WOOD FLOOR JOISTS (SEE STRUCT.) FRICTION FIT ACoustic BATT INSULATION 1 LAYER 5/8" TYPE X GWB 12" RESILIENT CHANNEL @ 16" O.C. 2 LAYERS 5/8" TYPE X GYPSUM BOARD
F6	F6 CONSTRUCTION (1 HR FRB) FINISHED FLOOR 1" GYP-CRETE 1/2" TAG OSB SHEATHING 2X8 WOOD FLOOR JOISTS (SEE STRUCT.) FRICTION FIT ACoustic BATT INSULATION 1 LAYER 5/8" TYPE X GWB 12" RESILIENT CHANNEL @ 16" O.C. 2 LAYERS 5/8" TYPE X GYPSUM BOARD
F7	F7 CONSTRUCTION (BALCONY) REBERIZED MATERIAL - GRADAK OR SIMILAR (SEE MANUF. SPEC.) 1/2" PLYWOOD 2X8 WOOD TRUSSES (SEE STRUCTURAL) WOOD BLOCKING @ 24" O.C. AS REQUIRED PRE-FINISHED NON-PERFORATED ALUM. SOFFIT

CONSTRUCTION	CONSTRUCTION
R1 CONSTRUCTION ASPHALT BRICKLES R15 ASPHALT SATURATED FELT OSB SHEATHING-SEE STRUCTURAL PRE-ENGINEERED ROOF TRUSSES (SEE STRUCTURAL) R10 FIBERGLASS BLOWN IN INSULATION 4 MIL POLY VAPOR BARRIER 2 LAYERS 5/8" TYPE X GYPSUM BOARD	R2 CONSTRUCTION FINISHED FLOOR 1" GYP-CRETE 1/2" TAG OSB SHEATHING-SEE STRUCTURAL SLOPE AS INDICATED 2X12 WOOD JOISTS @ 16" O.C. (SEE STRUCTURAL) R10 SPRAY FOAM INSULATION 3/4" FURRING CHANNELS 2 LAYERS 5/8" TYPE X GWB (PAINT)

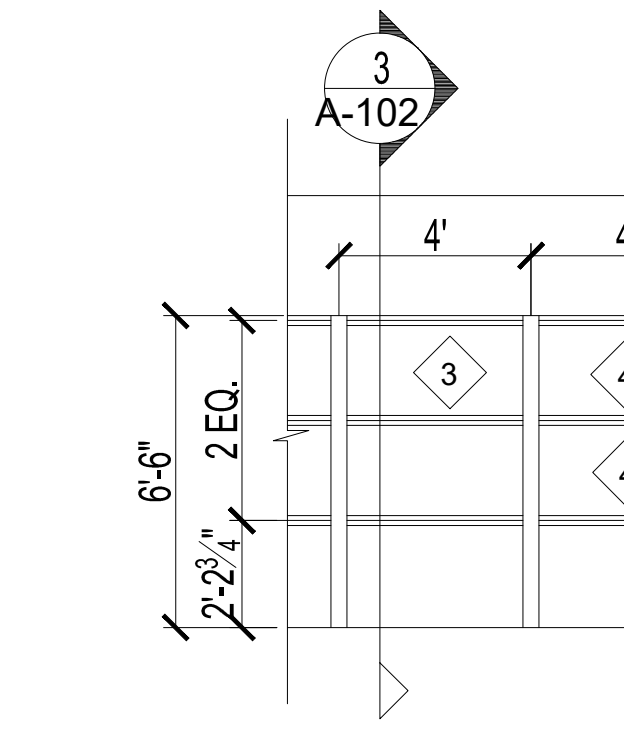
1 GROUND FLOOR PLAN-PARKADE
1/8"=1'-0"

MAIN FLOOR PLAN GENERAL NOTES

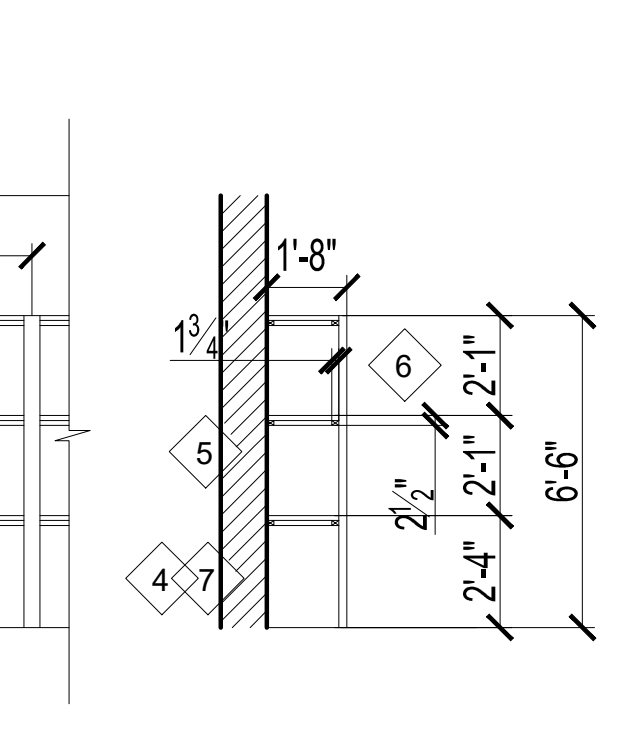
- REFER TO STRUCTURAL FOR FLOOR SLOPE ELEVATIONS IN PARKING GARAGE.
- REFER TO STRUCTURAL, MECHANICAL, ELECTRICAL AND CIVIL DRAWINGS FOR TIE-INS AND ADDITIONAL INFORMATION.
- REFER TO DRAWING SHEET A-601 AND A-602 FOR DOOR AND WINDOW SCHEDULES.
- REFER TO SPEC. FOR ROOM FINISH SCHEDULE.
- REFER TO MANUFACTURER FOR ELEVATOR REQUIREMENTS. EXPOSED STRUCTURAL, MECHANICAL DUCTS & ELECTRICAL CONDUITS TO BE PAINTED.
- WALLS DIMENSIONED TO GRIDLINE, FACE OF STUDS & FACE OF CONCRETE U.N.O.
- DOOR & WINDOW LOCATIONS DIMENSIONED TO CENTRE OF ROUGH OPENING.

KEYNOTES:

- FIRE ALARM & ENTRY PHONE PANEL.
- RAMP 1-12 RESIDENTIAL, SEE 502 FOR DETAIL.
- RAMP 1-8 (INDUSTRIAL), SEE 502 FOR DETAIL.
- 2X4 WOOD POST, PAINTED WHITE, TYP. (STORAGE)
- 2X2 LUMBER TRIM/SUPPORT PIECE, PAINTED WHITE (STOR.)
- 1" PRESSURE TREATED PLYWOOD, PAINTED WHITE (STOR.)
- NOTCH OUT 4X4 POST TO HOLD SHELF AND TRIM (STOR.)
- ANCHOR TO WALL THROUGH REAR 2X2 SUPPORT PIECE(S).
- ASPHALT
- PARKING STORAGE. 1'-8" D X 6'-6" H (SEE DETAILS-A-102)
- PRE-FINISH ALUM. RAIN WATER LEADER (RWL) CWV ACC DRAIN TIE-IN " SIDEWALK OR EXTENSION (MIN. 6'-0") WHERE NO SIDEWALK EXISTS PROVIDE ADDITIONAL DRAINAGE PIPING TO EXTEND TO U/S OF SIDEWALK AND EXIT OUT TO PARKING LOT.
- TRENCH DRAIN.
- FLOOR DRAIN W/ HEAVY TRAFFIC GRATE COVER. REFER TO MECHANICAL.
- FIRE DEPARTMENT STANDPIPE & SPRINKLER SIAMENSE CONNECTION. REFER TO MECHANICAL & SPRINKLER DESIGN.
- CONCRETE SLAB @ PATIO
- CONCRETE SIDEWALK
- ELECTRIC FIREPLACE FLUSH MOUNTED ON A FURRED WALL CWV FAUX STONE FINISH AS PER MANUF. SPECIFICATIONS. TV TO BE MOUNTED ABOVE THE FIREPLACE (SEE ELECTRICAL).

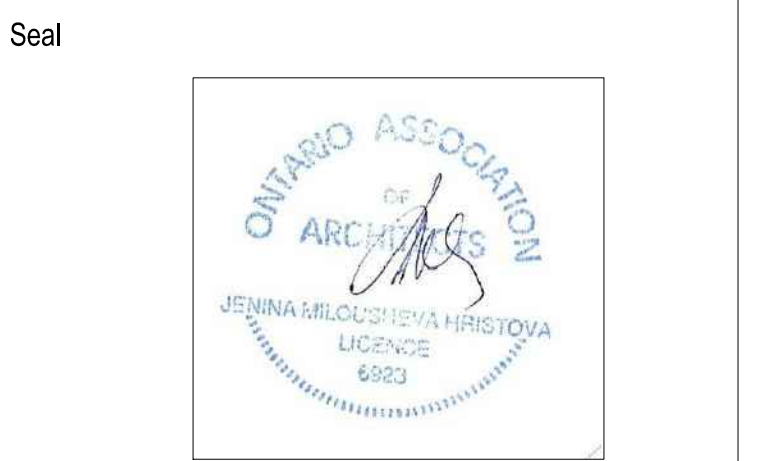


2 ELEVATION-PARKING STORAGE
1/4"=1'-0"



3 SECTION DETAIL-PARKING STORAGE
1/4"=1'-0"

1 20.02.2026 BRC REVIEW
No DATE ISSUED FOR



Project North

Title: GROUND FLOOR PLAN

Project:
24 SUITE APARTMENT BUILDING
PHASE I
FORT FRANCES, ON

Client: BRIDGEROAD CONSTRUCTION

Scale: AS NOTED

Drawn by: JH Approved by: JH

Project No. No.

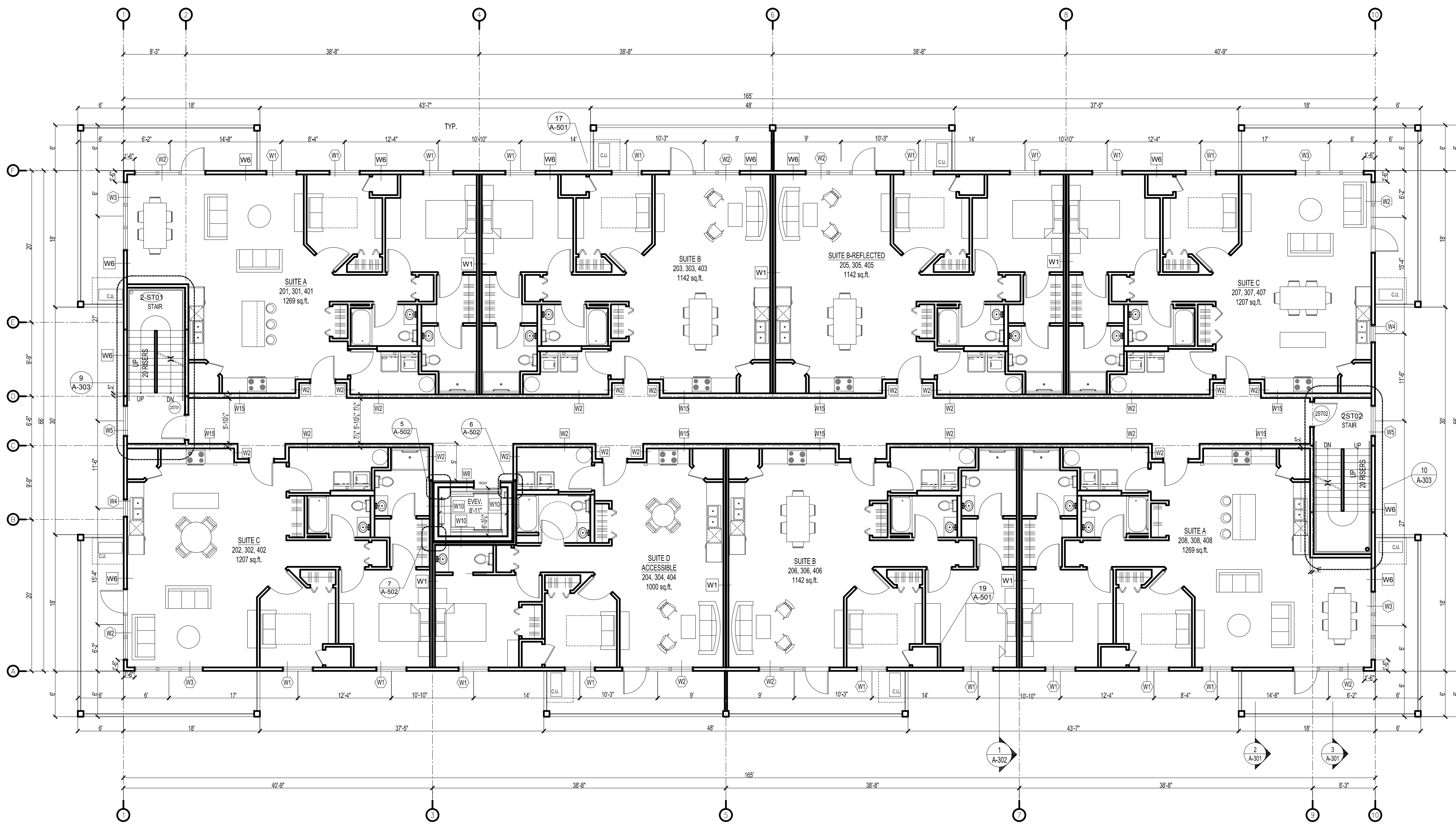
Date: January, 2026

A-102

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WALL SCHEDULE	
SYMBOL	CONSTRUCTION
DEMISING WALL	W1 CONSTRUCTION (1 HR FRR, 90 STC MIN) 1/2" TYPE-X GYPSUM BOARD, PAINT 2x4 WOOD FRAMING @ 16" O.C. BATT INSULATION
SUITE	W2 CONSTRUCTION (1 HR FRR, 90 STC MIN) 1/2" TYPE-X GYPSUM BOARD, PAINT 2x4 WOOD FRAMING @ 16" O.C. (STAGGER STUDS IF ON OPPOSING FRAMING) BATT INSULATION (OBS REFER TO STRUCT.) 1/2" TYPE-X GYPSUM BOARD, PAINT
SUITE	W3 CONSTRUCTION (1 HR FRR, 90 STC MIN) 1/2" TYPE-X GYPSUM BOARD, PAINT 2x4 WOOD FRAMING @ 16" O.C. FRICION FIT ACOUSTIC BATT INSULATION 1/2" RESILIENT CHANNELS @ 16" O.C. 2 LAYERS 5/8" TYPE-X GWB, PAINT (CORRIDOR SIDE)
CORRIDOR	W4 CONSTRUCTION 1/2" TYPE-X GYPSUM BOARD, PAINT 2x4 WOOD FRAMING @ 16" O.C. 1/2" TYPE-X GYPSUM BOARD, PAINT
WALL	W5 CONSTRUCTION (0 HR FRR, SMOKE SEAL) 1/2" TYPE-X GYPSUM BOARD, PAINT 2x4 WOOD FRAMING @ 16" O.C. 1/2" TYPE-X GYPSUM BOARD, PAINT
WALL	W6 CONSTRUCTION 2x4 WOOD FRAMING @ 16" O.C. 1/2" TYPE-X GYPSUM BOARD, PAINT
INTERIOR	W7 CONSTRUCTION (1 HR FRR) 5/8" TYPE-X GYPSUM BOARD, PAINT 4 MIL POLY VAPOR BARRIER 2x4 WOOD FRAMING @ 16" O.C. ROF BATT INSULATION 7/16" OSB SHEATHING WATER RESISTANT BLDG. PAPER (TYPAR) HARDE PANELS & HORIZONTAL SENSING SMOOTH NOT SHOWN ON THE PLAN (SEE ELEVATIONS)
EXTERIOR	W8 CONSTRUCTION (1.5 HR FRR) 2 LAYERS 5/8" TYPE-X GWB, PAINT 4 MIL OSB POLY VAPOR BARRIER (2X2X4 WOOD FRAMING @ 16" O.C. (SEE STRUCTURAL)) ROF BATT INSULATION 7/16" OSB SHEATHING WATER RESISTANT BLDG. PAPER (TYPAR) HARDE PANELS STUCCO FINISH NOT SHOWN ON THE PLAN (SEE ELEVATIONS)
CORRIDOR	W9 CONSTRUCTION ELEVATOR (1 HR FRR) 5/8" TYPE-X GYPSUM BOARD, PAINT 3/4" FURRING BAR 5/8" TYPE-X GYPSUM BOARD 3/4" PLYWOOD 7/16" LVL WALL @ 12" O.C. (SEE STRUCTURAL) FRICION FIT ACOUSTIC BATT INSULATION 3/4" PLYWOOD 5/8" TYPE-X GYPSUM BOARD
ELEVATOR	W10 CONSTRUCTION (1 HR FRR) 2 LAYERS 5/8" GWB, PAINT 1/2" RESILIENT CHANNEL @ 16" O.C. 2x4 WOOD FRAMING @ 16" O.C. FRICION FIT ACOUSTIC BATT INSULATION 1/2" RESILIENT METAL CHANNELS @ 16" O.C. 2 LAYERS 5/8" TYPE-X GWB, PAINT
SUITES	W11 CONSTRUCTION (1 HR FRR) 2 LAYERS 5/8" GWB, PAINT 1/2" RESILIENT CHANNEL @ 16" O.C. 2x4 WOOD FRAMING @ 16" O.C. FRICION FIT ACOUSTIC BATT INSULATION 1/2" RESILIENT METAL CHANNELS @ 16" O.C. 2 LAYERS 5/8" TYPE-X GWB, PAINT
ELEVATOR	W12 CONSTRUCTION (1.5 HR FRR, STC 51) 1 LAYER 5/8" TYPE-X GWB, PAINT 2x4 WOOD FRAMING @ 16" O.C. FRICION FIT ACOUSTIC BATT INSULATION 1/2" RESILIENT METAL CHANNELS @ 16" O.C. 2 LAYERS 5/8" TYPE-X GWB, PAINT
WALL	W13 CONSTRUCTION (1 HR FRR) 1/2" TYPE-X GYPSUM BOARD, PAINT 2x4 WOOD FRAMING @ 16" O.C. BATT INSULATION 1/2" TYPE-X GYPSUM BOARD, PAINT
WALL	W14 CONSTRUCTION (1 HR FRR) 1/2" TYPE-X GYPSUM BOARD, PAINT 2x4 WOOD FRAMING @ 16" O.C. BATT INSULATION 2x4 WOOD FRAMING @ 16" O.C. 1/2" TYPE-X GYPSUM BOARD, PAINT
WALL	W15 CONSTRUCTION (1 HR FRR, STC 51 MIN) 1 LAYERS 1/2" TYPE-X GWB, PAINT 1/2" RESILIENT CHANNEL @ CORRIDOR 2x4 WOOD FRAMING @ 16" O.C. FRICION FIT ACOUSTIC BATT INSULATION 1/2" TYPE-X GWB, PAINT
WALL	W16 CONSTRUCTION 1/2" TYPE-X GYPSUM BOARD, PAINT 2x4 WOOD FRAMING @ 16" O.C. 1/2" TYPE-X GYPSUM BOARD, PAINT
WALL	W17 CONSTRUCTION 1/2" TYPE-X GYPSUM BOARD, PAINT 2x4 WOOD FRAMING @ 16" O.C. 1/2" TYPE-X GYPSUM BOARD, PAINT
WALL	W18 CONSTRUCTION 1/2" TYPE-X GYPSUM BOARD, PAINT 2x4 WOOD FRAMING @ 16" O.C. 1/2" TYPE-X GYPSUM BOARD, PAINT

FLOOR SCHEDULE	
SYMBOL	CONSTRUCTION
F1	F1 CONSTRUCTION FINISHED FLOOR 4" CAST IN PLACE CONCRETE SLAB POLYETHYLENE VAPOR BARRIER 1/2" 7.5 TYPE 'F' INSULATION GRANULAR FILL AS RECOMMENDED IN GEO-TECH REPORT
F2	F2 CONSTRUCTION (1.5 HR FRR, STC 51 MIN) FINISHED FLOOR 1" GYP-CRETE 1/2" TAG OSB SHEATHING PRE-ENGINEERED WOOD JOISTS (SEE STRUCTURAL) 6" BATT INSULATION 4" WOOD FRAMING @ 16" O.C. 2 LAYERS 5/8" TYPE-X GYPSUM BOARD
F3	F3 CONSTRUCTION (1 HR FRR, STC 51 MIN) FINISHED FLOOR 1" GYP-CRETE 1/2" TAG OSB SHEATHING PRE-ENGINEERED WOOD JOISTS (SEE STRUCTURAL) 6" BATT INSULATION 4" WOOD FRAMING @ 16" O.C. 2 LAYERS 5/8" TYPE-X GYPSUM BOARD
F4	F4 CONSTRUCTION (1 HR FRR, STC 51 MIN) FINISHED FLOOR 1" GYP-CRETE 1/2" TAG OSB SHEATHING 2x4 WOOD FLOOR JOISTS (SEE STRUCT.) 6" BATT INSULATION 4" WOOD FRAMING @ 16" O.C. 2 LAYERS 5/8" TYPE-X GYPSUM BOARD
F5	F5 CONSTRUCTION (1.5 HR FRR, STC 51 MIN) FINISHED FLOOR 1" GYP-CRETE 3/4" TAG OSB SHEATHING 2x4 WOOD FLOOR JOISTS (SEE STRUCT.) 6" BATT INSULATION 4" WOOD FRAMING @ 16" O.C. 2 LAYERS 5/8" TYPE-X GYPSUM BOARD
F6	F6 CONSTRUCTION (1 HR FRR) FINISHED FLOOR 1" GYP-CRETE 3/4" TAG OSB SHEATHING 2x4 WOOD FLOOR JOISTS (SEE STRUCTURAL) 6" BATT INSULATION 4" WOOD FRAMING @ 16" O.C. 2 LAYERS 5/8" TYPE-X GYPSUM BOARD
F7	F7 CONSTRUCTION-BALCONY RUBBERIZED MATERIAL - DRAINAGE OR SIMILAR (SEE BANK SPEC.) 3/4" PLYWOOD 2x4 WOOD @ 16" O.C. (REFER TO STRUCTURAL) WOOD BLOCKING @ 24" O.C. AS REQUIRED PRE-FINISHED NON-PERFORATED ALUM. DOOR

ROOF SCHEDULE	
CONSTRUCTION	
R1 CONSTRUCTION	ASPHALT SHINGLES #15 ASPHALT SATURATED FELT OSB SHEATHING-SEE STRUCTURAL PRE-ENGINEERED ROOF TRUSSES (SEE STRUCTURAL) ROF FIBERGLASS BLOWN IN INSULATION 4 MIL POLY VAPOR BARRIER 2 LAYERS 5/8" TYPE-X GYPSUM BOARD
R2 CONSTRUCTION	ASPHALT SHINGLES #15 ASPHALT SATURATED FELT OSB SHEATHING-SEE STRUCTURAL SLOPE AS NOTED 2x4 WOOD JOISTS @ 16" O.C. (SEE STRUCTURAL) ROF FIBERGLASS BLOWN IN INSULATION 4 MIL POLY VAPOR BARRIER 2 LAYERS 5/8" TYPE-X GYPSUM BOARD

1 TYPICAL FLOOR PLAN-2, 3 & 4
A103 1/8"=1'-0"

2ND - 4TH FLOOR GENERAL NOTES:

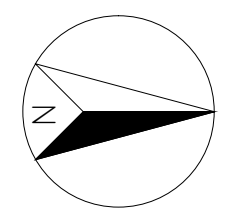
- REFER TO DRAWING SHEETS A-401 TO A-403 FOR ENLARGED SUITE FLOOR PLANS.
- PROVIDE BLOCKING FOR WALL MOUNTED ACCESSORIES & EQUIPMENT.
- REFER TO DRAWING SHEET A-601 FOR DOOR & WINDOW SCHEDULES.
- REFER TO SPEC. FOR ROOM FINISH SCHEDULE.
- REFER TO MANUFACTURER FOR ELEVATOR REQUIREMENTS.
- EXPOSED STRUCTURAL, MECHANICAL DUCTS & ELECTRICAL CONDUITS TO BE PAINTED.
- REFER TO STRUCTURAL, MECHANICAL & ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- DOORS & WINDOW LOCATIONS DIMENSIONED TO CENTRE OF ROUGH OPENING.
- ALL STUDS IN DOUBLE 2X4 DEMISING SUITE WALLS (W1) TO BE OFFSET

1 20.02.2026 BRC REVIEW
No DATE ISSUED FOR

Seal



Project North



Title: TYPICAL FLOOR PLAN-2, 3 & 4

Project:
24 SUITE APARTMENT BUILDING
PHASE I
FORT FRANCES, ON

Client: BRIDGEROAD CONSTRUCTION

Scale: AS NOTED

Drawn by: JH Approved by: JH

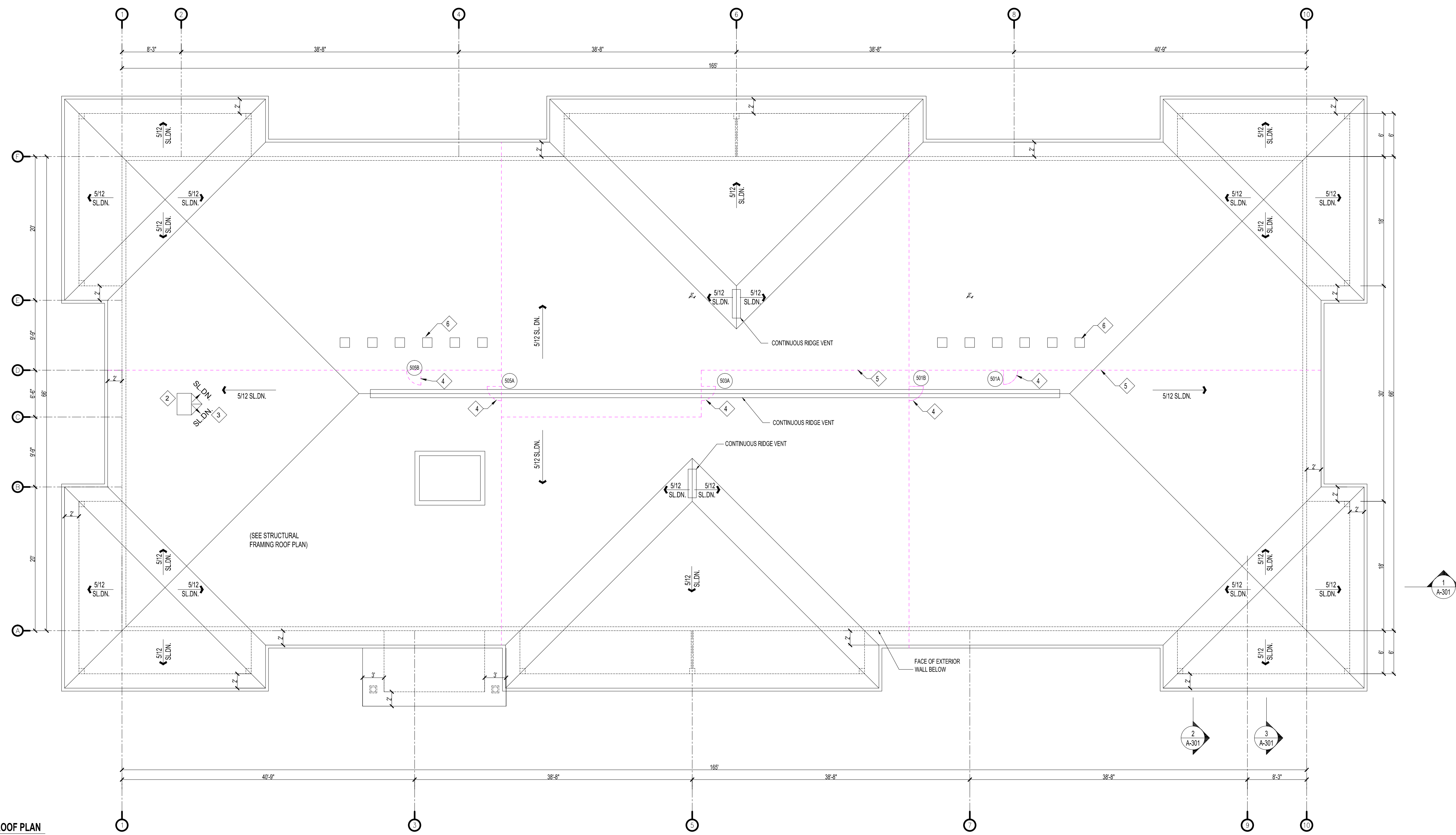
Project No. No.

Date: January, 2026
A-103

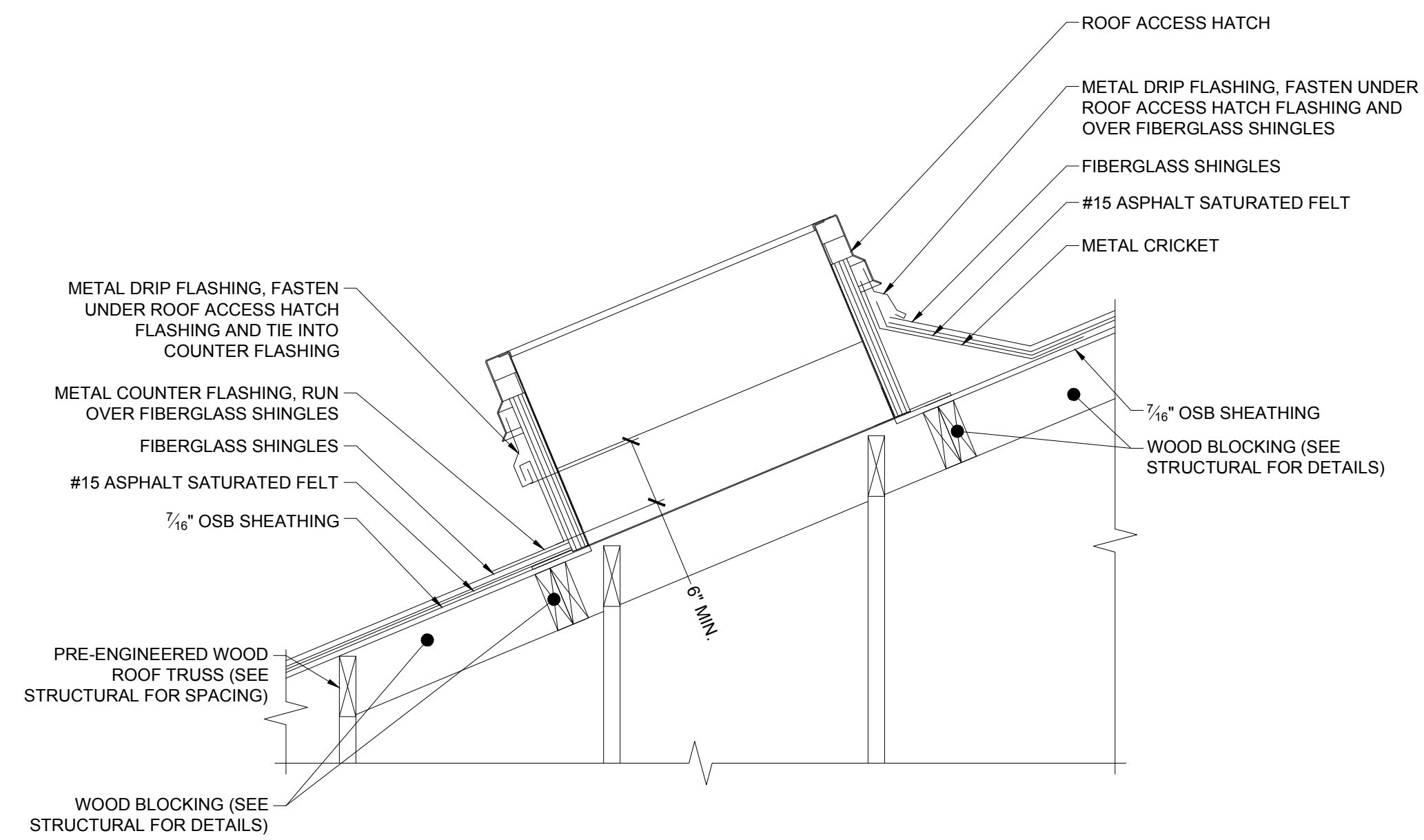
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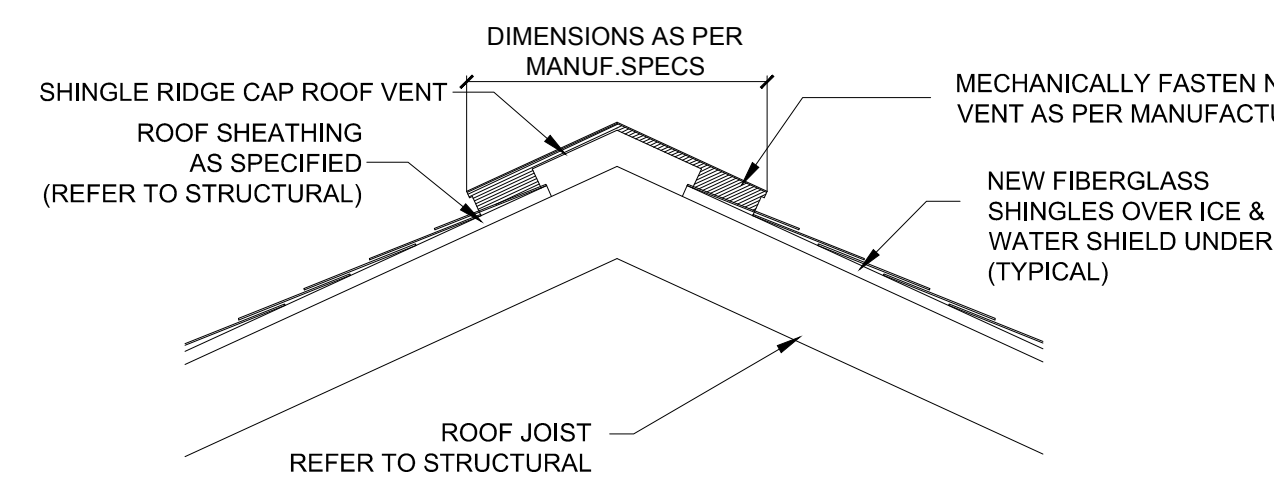
This drawing is not to be scaled.
All architectural symbols indicated are graphic representations only.



1 ROOF PLAN
1/8"=1'-0"



2 ROOF HATCH DETAIL
1"=1'-0"



3 ROOF RIDGE DETAIL
1 1/2"=1'-0"

KEYNOTES:

- 1 PROVIDE 7/16" O.S.B. SHEATHING ON WOOD TRUSSES EVERY 45'-0" MAXIMUM TO ACT AS FIRESTOP IN ATTIC. SMOKE SEAL ALL GAPS, OPENINGS AND OR PENETRATIONS.
- 2 2X3' ROOF ACCESS HATCH AND LADDER. PROVIDE CLOSE TO ATTIC ACCESS. LADDER AS PER ANSI STANDARD A14.3. PROVIDE ALL REQUIRED SAFETY EQUIPMENT AS PER ONTARIO OCCUPATIONAL HEALTH AND SAFETY. ENSURE HATCH IS WATERTIGHT AND SEALED. REFER TO DETAIL 2/A106 FOR ROOF HATCH DETAIL.
- 3 INSTALL CRICKET WITH A MINIMUM 4% SLOPE BESIDE ROOF ACCESS HATCH, AS INDICATED.
- 4 PROVIDE SMOKE SEALED ATTIC ACCESS DOORS. LOCATE DOORS AT CENTER OF TRUSSES AND CATWALK (SEE STRUCTURAL). REFER TO DOOR AND HARDWARE SCHEDULE.
- 5 ATTIC FIRE SEPARATIONS
- 6 ATTIC VENTS

ROOF PLAN GENERAL NOTES:

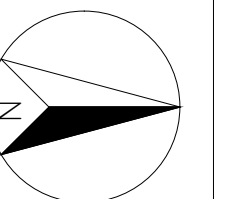
- 1. FIBERGLASS SHINGLES TYP., FINISH SELECTION BY OTHERS.
- 2. ALL ROOF PENETRATIONS INCLUDING PLUMBING VENTS AND MECHANICAL, SHALL HAVE FLASHING & CURBING INSTALLED THAT IS COMPATIBLE W/ ROOF SLOPE AND ROOF MATERIALS. COLOR TO MATCH ADJACENT ROOF MATERIAL.
- 3. INSTALL RIDGE VENTS AS PER MANUFACTURER SPECIFICATIONS.

No	DATE	ISSUED FOR
1	20.02.2026	BRC REVIEW

Seal



Project North



Title: ROOF PLAN

Project:
**24 SUITE APARTMENT BUILDING
PHASE I**
FORT FRANCES, ON

Client: BRIDGEROAD CONSTRUCTION

Scale: AS NOTED

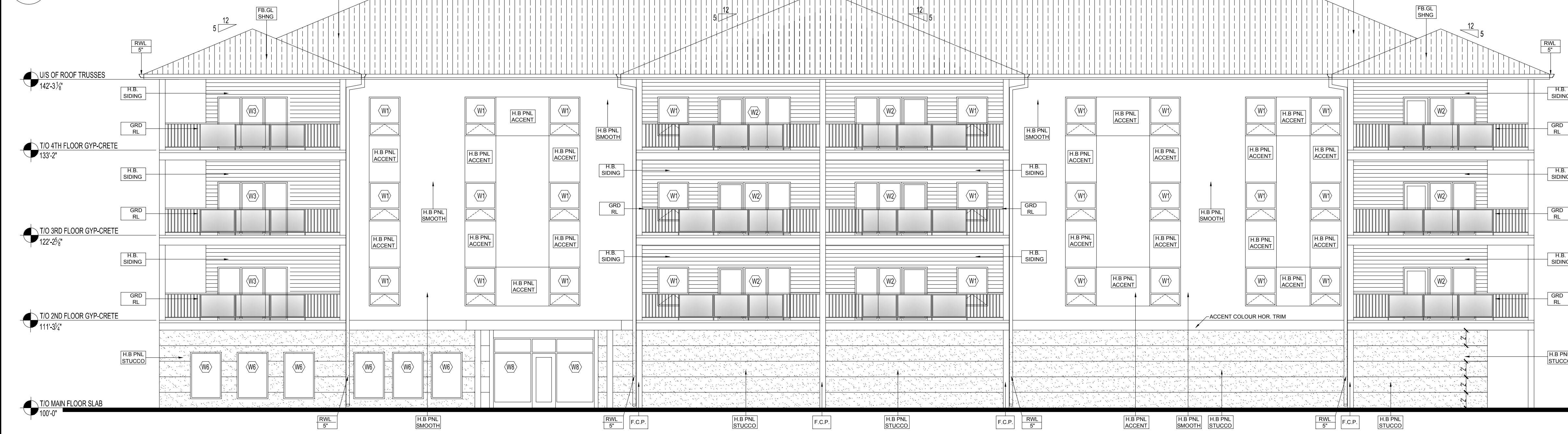
Drawn by: JH Approved by: JH

Project No. No.

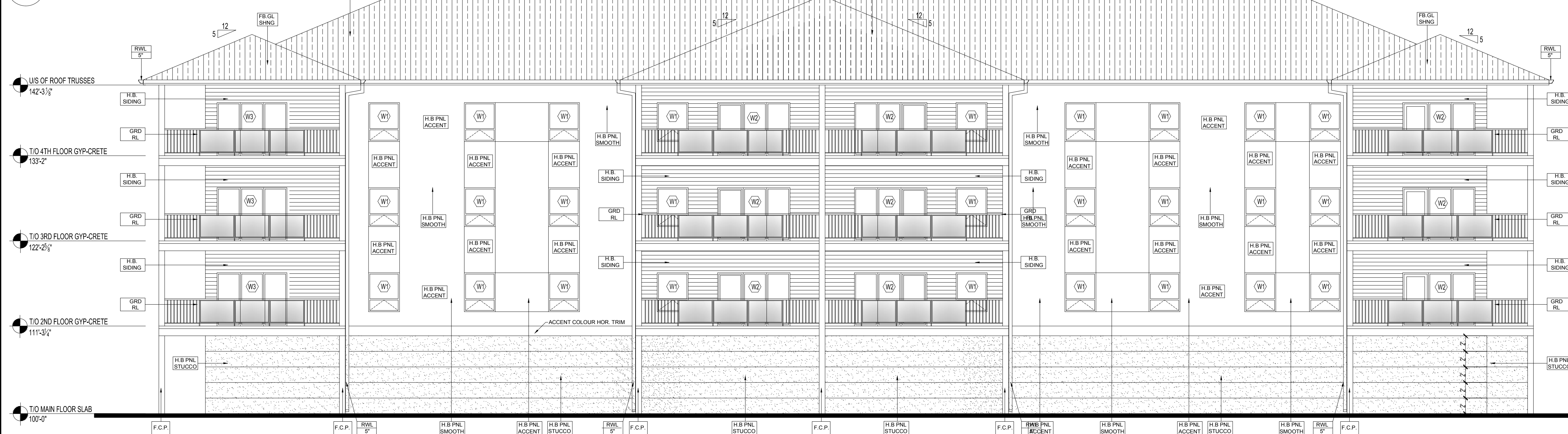
Date: January, 2026

A-106

1 FACADE WEST
A-201
1/8"=1'-0"



2 FACADE EAST
A-201
1/8"=1'-0"



3 FACADE NORTH
A-201
1/8"=1'-0"

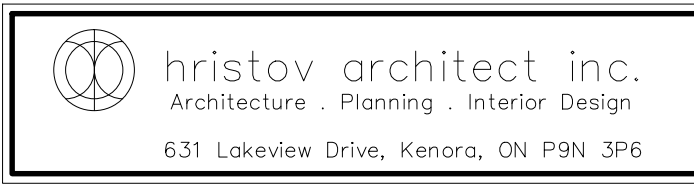


4 FACADE SOUTH
A-201
1/8"=1'-0"



- LEGEND:**
- H.B. PNL. ACCENT HARDI BOARD PANELS - TEXTURE-STUCCO (STUCCO) IRON GRAY (GROUND FLOOR)
 - H.B. PNL. ACCENT HARDI BOARD PANELS - SMOOTH COBBLE STONE (MAIN FINISH-TYP 2,3,4 FLOOR WALLS (EXCEPT FOR WALLS @ BALCONIES & ACCENT WALLS))
 - H.B. PNL. ACCENT HARDI BOARD PANELS - SMOOTH SLATE GRAY - ACCENT COLOUR WALLS
 - H.B. SIDING HARDI BOARD SIDING - SMOOTH-HORIZONTAL COBBLE STONE - 2,3,4 TYP. FLOORS WALLS @ BALCONIES
 - R.W.L. 5" PRE-FINISH ALUMINUM RAIN WATER LEADERS CW ACC DRAIN TIE-IN @ SIDEWALK OR EXTENSION MIN 6'-0" WHERE NO SIDEWALK EXISTS. PROVIDE AND CONNECT DRAIN PIPE/HOSE TO R.W.L. EXTENSION AS REQUIRED TO EXTEND UNDERNEATH SIDEWALK AND DRAIN WATER OUT TO PARKING LOT. (SEE SPEC. FOR DETAILS)
 - GRD. RL. MIN 42" HIGH PRE-ENGINEERED ALUMINUM GUARDRAIL W/ GLASS PANELS AS PER MANUF. SPECS & DRAWINGS.
 - FB.GL. SHNG FIBREGLASS SHINGLE ROOF AS PER MANUF. SPECIFICATIONS.
 - F.C.P. FIBRE CEMENT SLIM TRIM AROUND WINDOWS, DOORS & FASCIA. SMOOTH FINISH. TYPICAL.
 - EXT. LUM. EXTERIOR LIGHTING. REFER TO ELECTRICAL.
 - OWD. DR. INSULATED OVERHEAD DOOR W/ TOP GLASS PANELS.
 - ALUM. VENT. PRE-FINISHED ALUMINUM EXHAUST VENTS/GRILLES/LOUVERS. REFER TO MECHANICAL FOR EXACT SIZES AND LOCATIONS.
 - F.C.P. FIBER CEMENT PANEL AROUND COLUMN. SMOOTH FINISH. TYPICAL.

- ELEVATION GENERAL NOTES:**
1. GUTTERS SHALL BE PRE-FINISHED ALUMINUM SMACNA RECTANGULAR TYPE GUTTER STYLE
 2. DOWNSPOUT SHALL BE PRE-FINISHED ALUMINUM DOWNSPOUT BOOT SHALL BE PAINTED TO MATCH DOWNSPOUT
 3. SEE PLANS, WINDOW AND DOOR SCHEDULES FOR ADDITIONAL INFORMATION
 4. PAINT ALL ROOF TOP MOUNTED DEVICES AND PENETRATIONS TO MATCH ADJACENT ROOF MATERIAL
 5. TOP OF WINDOW FRAME HEIGHT TO MATCH TOP OF DOOR FRAME HEIGHT
 6. REFER TO JAMES HARDIE TYPICAL DETAILS AND SPECIFICATIONS REGARDING EXTERIOR CLADDING AND FLASHING DETAILS.



The drawing is in compliance with the requirements of the Ontario Building Code 2020

The contractor must verify and accept responsibility for all dimensions and conditions on site and must notify Hristov Architect of any variations from the supplied information. Hristov Architect is not responsible for the accuracy of survey, structural, mechanical, electrical, etc., engineering information shown on this drawing. Refer to the appropriate engineering drawings.

Construction must conform to all applicable codes and regulations.

This drawing is not to be scaled. All architectural symbols indicated are graphic representations only.

1	20.02.2026	BRC REVIEW
No.	DATE	ISSUED FOR



Project North

Title: ELEVATIONS

Project: 24 SUITE APARTMENT BUILDING PHASE I FORT FRANCES, ON

Client: BRIDGEROAD CONSTRUCTION

Scale: AS NOTED

Drawn by: JH Approved by: JH

Project No. No.

Date: January, 2026

A-201

The drawing is in compliance with the requirements of the Ontario Building Code 2020
 The contractor must verify and accept responsibility for all dimensions and conditions on site and must notify Hristov Architect of any variations from the supplied information.
 Hristov Architect is not responsible for the accuracy of survey, structural, mechanical, electrical, etc., engineering information shown on this drawing. Refer to the appropriate engineering drawings.

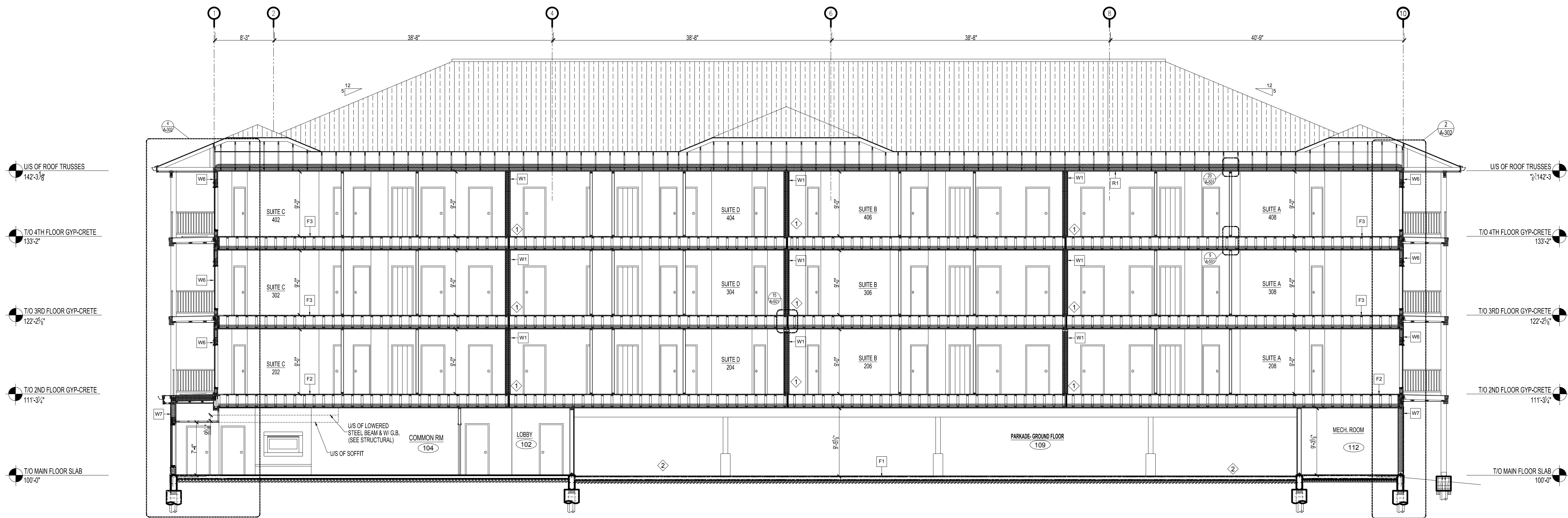
Construction must conform to all applicable codes and regulations.

This drawing is not to be scaled.
 All architectural symbols indicated are graphic representations only.

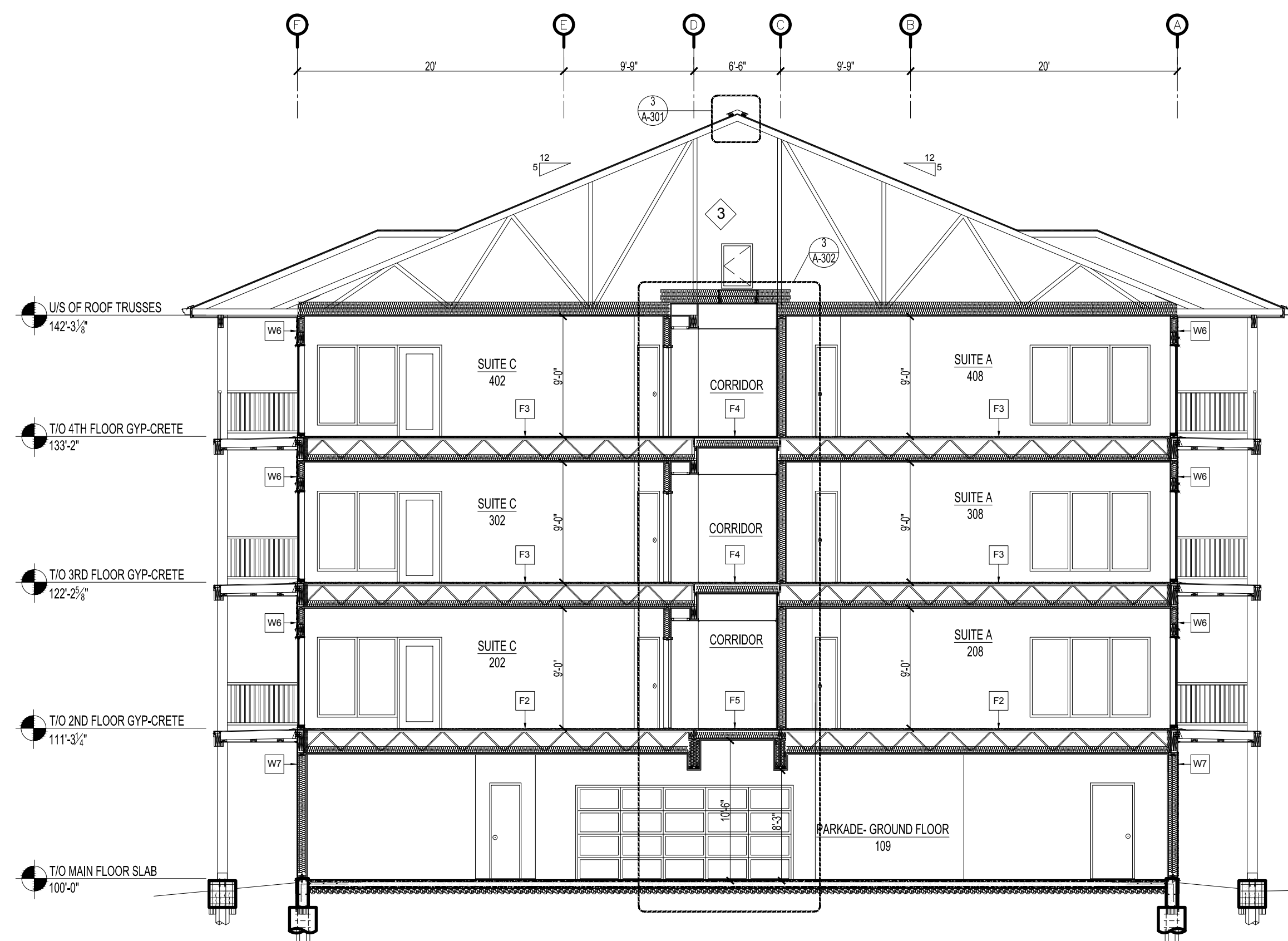
NOTE: REFER TO STRUCTURAL DRAWINGS REGARDING STRUCTURAL DESIGN & DETAILS.

KEYNOTES:

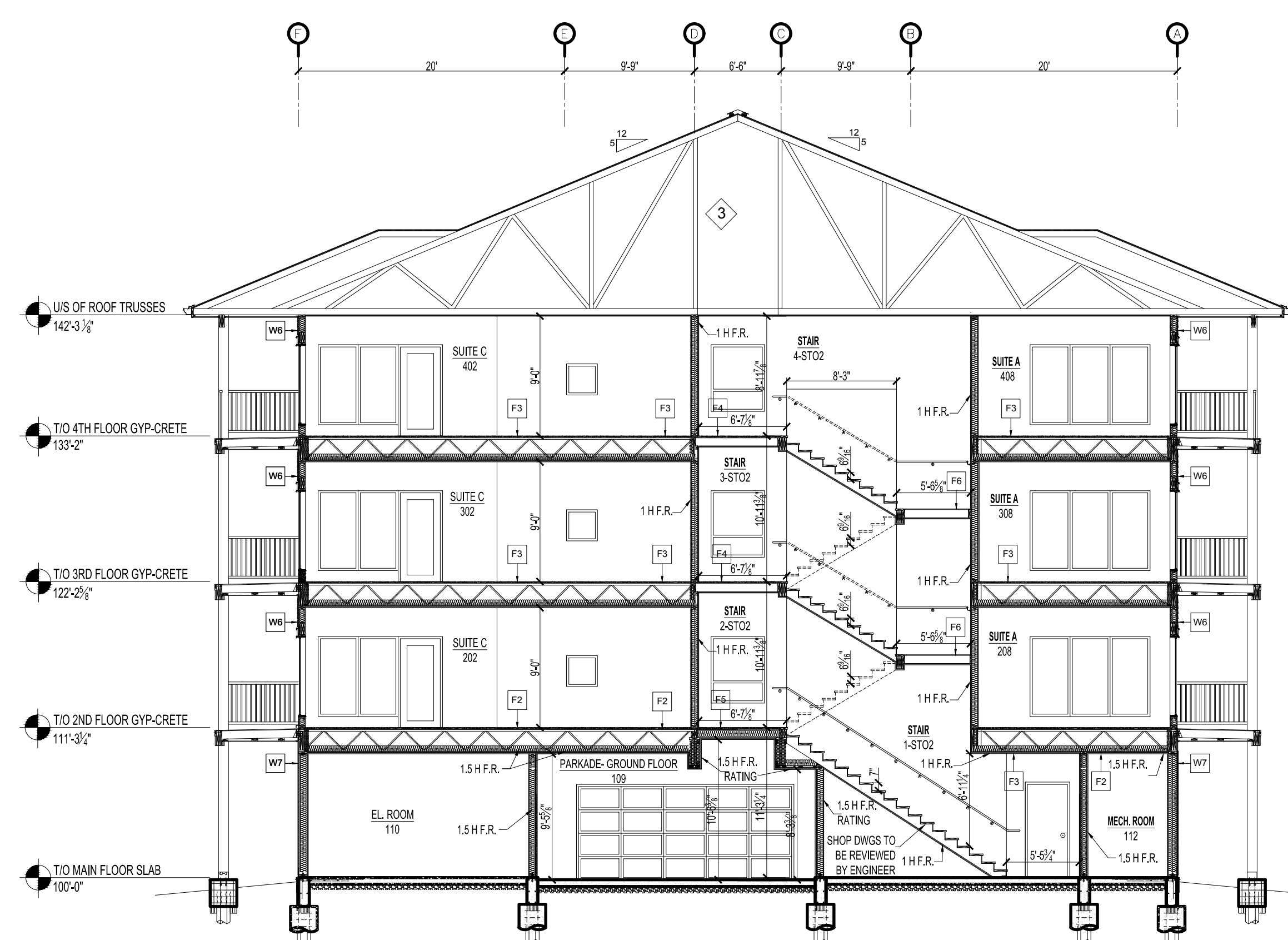
- 1 PROVIDE FIRE STOP ON FLOOR TRUSSES AS INDICATED. THE FIRE STOP WILL BE CONSTRUCTED OF 1/2" O.S.B. SHEATHING ON WOOD FLOOR JOIST EVERY 45'-0" MAX. ANY PENETRATIONS THROUGH FIRE STOP REQUIRE FIRE STOPPING.
- 2 ELEVATION OF FLOOR @ EXTERIOR WALLS OF PARKING GARAGE 99'-10".
- 3 FIRE-RATED ATTIC ACCESS DOOR IN FIRE SEPARATION ABOVE GWB CEILING. COORDINATE LOCATION W/ TRUSSES & CATWALK BY STRUCTURAL. REFER TO DOOR SCHEDULE.



1 CROSS SECTION 1-1
 A-301 1/8"=1'-0"



2 CROSS SECTION 2-2
 A-301 1/8"=1'-0"



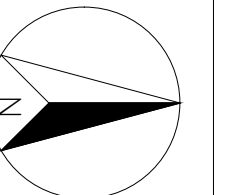
3 CROSS SECTION 3-3
 A-301 1/8"=1'-0"

1 20.02.2026 BRC REVIEW
 No DATE ISSUED FOR

Seal



Project North



Title: CROSS SECTIONS, STAIRS DETAILS

Project:
 24 SUITE APARTMENT BUILDING
 PHASE I
 FORT FRANCES, ON

Client: BRIDGEROAD CONSTRUCTION

Scale: AS NOTED

Drawn by: JH Approved by: JH

Project No. No.

Date: January, 2026

A-301

ADMINISTRATIVE REPORT

Subject: Award of Tender 2026-OF-07 - Shoreline Restoration Works

Date: June 22, 2026

To: Mayor and Council

From: Travis Rob, Infrastructure and Growth Manager

Item Number: AR-26-1113



ISSUE:

Council needs to award a tender for the restoration of the shoreline protection rock along the first phase of the riverfront walkway after damage sustained in the 2022 flooding.

RECOMMENDATION:

THAT Council Approval of report AR-26-1113 will agree with the recommendation of Administration to award Tender 2026-OF-07 to Allen Equipment Contracting Corporation for a tender price of \$671,610 plus applicable HST.

AND THAT Council approve an unbudgeted capital funding allocation of \$42,500 for the replacement of the dock piling at the Scott Street Tee dock from the Corporate Projects Reserve Fund.

AND THAT a By-Law be prepared authorizing Mayor and Clerk to execute the agreement on behalf of the corporation.

STRATEGIC PLAN ALIGNMENT:

Municipal Services and Infrastructure - Initiatives for Sustaining Municipal Infrastructure and Amenities

BACKGROUND:

After the water subsided in 2022 Administration engaged a contractor to restore the shoreline protection rock along the first phase of the LaVerendrye Parkway which sustained erosion and degradation during that flooding event. Unfortunately due a high flow season and administration being pulled to other priority projects the work was never initiated. Because of this, Administration decided to tender for the works to ensure that the work could be completed during the permitted in water work season this year.

A tender was advertised with 27 contractors downloading tender packages. Due to a large number of questions received, a mandatory site visit was scheduled with 5 firms attending. On Tuesday June 16, 2026 tenders were opened publicly at the Fort Frances Civic Centre with three bids being received.

Award of Tender 2026-OF-07 - Shoreline Restoration Works

In the spring of 2026 a dock piling at the dock at the end of Scott Street was pushed over by ice. The replacement of that piling was included as a provisional item for consideration with this work. Only one bid was received to complete the replacement of that piling.

ANALYSIS/OPTIONS:

All of the bids received were from firms who attended the mandatory site meeting and contained the required securities and insurance certificates and were deemed compliant. The below table outlines the bids received.

Firm	Shoreline Protection Work	Town's Portion HST	TOTAL TOWN COST	Provisional Work Bid
PNI Contracting	\$ 1,379,977.50	\$ 24,287.60	\$ 1,404,265.10	N/A
George Armstrong Company	\$ 1,109,600.00	\$ 19,528.96	\$ 1,129,128.96	N/A
Allen Equipment Contracting Corp	\$ 671,610.00	\$ 11,820.34	\$ 683,430.34	\$ 42,500.00

All bids include a \$65,000 contingency allowance.

Allen Equipment Contracting Corp was the low bidder for this work and the only bidder to submit a price for the piling replacement.

FINANCIAL AND RESOURCE IMPLICATIONS:

The 2026 approved capital budget included \$717,255 in funding for the shoreline restoration work with 95% of the costs funded by provincial flood relief.

There was no money included within the capital budget for the replacement of the piling as that damage was not encountered until March of 2026. It is the recommendation of Administration that an unbudgeted capital funding allocation be approved to undertake this work while a contractor is already mobilized and in water work permits are already secured. It is recommended that this work be funded from the Corporate Projects Reserve Fund.

INTERNAL AND EXTERNAL CONSULTATION:

Dawn Galusha - Treasurer



The Corporation of the Town of Fort Frances By-Law 43-26

Being a By-Law to authorize the renewal of a five-year contract (2026-2030) between the Town of Fort Frances and Central Ambulance Communications Centre.

WHEREAS the Municipal Act, 2001, c. 25 as amended, Section 9, grants a municipality the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

WHEREAS March 23, 2026, Council received Report AR-26-1096 from the Interim Fire Chief recommending the Town of Fort Frances renew a contract with Central Ambulance Communications Centre (CACC) for the purpose of providing dispatch services to the Fort Frances Fire Department;

WHEREAS the Council of the Corporation of the Town of Fort Frances deems it necessary to enter into an agreement with Central Ambulance Communications Centre.

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

1. THAT the Mayor and Clerk be authorized on behalf of the Town of Fort Frances, to execute, and to affix the Corporate Seal of the Town of Fort Frances, to the agreement with Central Ambulance Communications Centre in the form of Schedule "A" attached to and forming part of this By-Law;
2. AND THAT this By-Law shall come into force and take effect upon the final passing thereof.

ENACTED and **PASSED** this 22nd day of June, 2026.

Chelsea Greig, Municipal Clerk

Andrew Hallikas, Mayor

THIS AGREEMENT made this 1st day of January, 2026

BETWEEN:

THE TOWN OF FORT FRANCES
(hereinafter referred to as the "Town")

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 services (call taking and alerting or dispatching) to the Fort Frances Fire Department by the Kenora Central Ambulance Communications Centre, (hereinafter referred to as the "CACC"), which is operated by the CACC and under the authority of the Minister.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements 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 under this Agreement in accordance with Schedule A of this Agreement.
- (b) Despite subclause 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 their 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 their 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 their notice or thereafter, the Minister indicates that the operator of the Amalgamated CACC will not be the Minister.

- (f) The Town may terminate this Agreement at any time after receipt of such notice, in accordance with sub clause 1(g); (i) (ii)
- (i) 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 Town and used for the purposes of this Agreement.
- (ii) immediately upon the assignment and transfer referred to in paragraph 1 (e); (i), the Kenora CACC shall cease to have any rights or obligations in respect of this Agreement;
- (iii) despite paragraph 1(g); (i) and paragraph 1(g); (ii), nothing in this sub clause shall affect the obligations of the CACC and the Town under clause 17, clause 18, clause 19, all of which shall survive. In addition, this paragraph shall survive the expiry or termination of this Agreement.
- (g) (i) Where the Town intends to terminate this Agreement under paragraph 1 (f); (i), the procedure set forth in clause 12 and clause 13 shall not apply. Rather, the Town shall give the CACC 90 days notice of its intention to terminate, after which time this Agreement shall automatically terminate.
- (ii) Where the Town does not give the notice referred to in paragraph 1 (g); (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 Town of this fact and shall repair or cause the equipment to be repaired as soon as practicable, unless the equipment has been purchased or is owned by the Town and installed at the CACC by the Town. In the latter case, the CACC shall give the Town notice forthwith of the fact that it has stopped supplying the services and shall request that the Town repair the equipment as soon as practicable.

- (c) The Town shall continue to own and be responsible for the repair and maintenance of all equipment purchased for this Agreement by the Town and installed at the CACC. However, aside from the Town's repair and maintenance responsibility under this sub clause, the Town 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 Town will provide the CACC with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Town; and
 - (ii) the Town shall provide the CACC with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Town,

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

SERVICES PROVIDED BY TOWN

- 3. The Town 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 the "Committee").
 - (b) The Committee shall be composed of representatives from the CACC, the Town, the Fort Frances Fire Department (appointed under sub clause 5 (b)), and the CACC or Emergency Health Services Branch of the Ministry of Health.
 - (c) The Committee 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 Committee 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 Committee, including but not limited to any Committee mediation proposal and any recommendation in a Committee report, shall be binding on the parties.

- (i) The Committee shall meet at least once in every year during the term of this Agreement, but at any time a party may give notice to the Secretary of the Committee 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 Committee 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 Committee may, but is not required to, issue a report to the representatives on the Committee within such time as is agreed to by the representatives. The report shall set out the issues, the recommendations of the Committee 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 Department.
- (b) For the purpose of sub clause 4(b), the Town shall appoint a representative on the Committee for the Fort Frances Fire Department. 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 Committee and the CACC.

ADMINISTRATIVE FEES

- 6. (a) The Town shall pay the CACC an administrative fee of \$0. The amount set for such fees shall not be subject to any amendment under clause 12.
- (b) If this Agreement is terminated under either sub clause 1(g) or clause 13, the fee payable under sub clause 6(a) shall be pro rated to the date of termination.

FIRE SERVICE CALL FEES

- 7. (a) The Town shall pay the CACC a fee of \$50.00 for each fire service call received by the CACC. The amount set for such fees shall not be subject to any amendment under clause 12.
- (b) The obligation to pay the \$50.00 fee provided for in sub clause 7(a), shall apply only until 11:59 P.M. on December 31, 2030. Fire service call fees payable after that date shall be determined in accordance with clause 8.
- (c) Despite sub clause 7(a), the Town 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 Town an invoice in respect of the amount owing for fire service calls at the end of each calendar year 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 September 30 and on March 31, 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 12.
- (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 March 1st, following the notice, this Agreement shall automatically terminate at 11:59 P.M. on December 31, 2030.
- (e) Sub clause 6 (b), 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.

ADDITIONAL COSTS AND AMOUNTS

- 9. The Town shall be responsible for any costs or amounts not provided for in clause 6, clause 7 and clause 8, but only where the responsibility for the payment of such additional costs or amounts has been mutually agreed to by the CACC and the Town.

INVOICES

- 10. 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

11. (a) This Agreement shall commence on January 1, 2026, and shall have a term of 5 years, so that it will expire at 11:59 P.M. on December 31, 2030 (hereinafter referred to as the “expiry date”), unless terminated before that date under sub clause 1 (g), sub clause 8 (d) or clause 13.
- (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 11 (b), this Agreement shall expire automatically on the expiry date.

PERFORMANCE, BREACH, AND AMENDMENT

12. (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 (except in respect of the administrative fees and fire service call fees determined under clause 6, clause 7 and clause 8) or any term of any Schedule of this Agreement,

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

- (b) Where a party gives notice to the Secretary under sub clause 12 (a), and either paragraph 12 (a) (i) or paragraph 12 (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 12 (d).
- (c) The Secretary shall arrange a meeting of the Committee within 2 weeks of receipt of the notice sent under sub clause 12 (a). The meeting time and location shall be of mutual convenience to the representatives on the Committee.
- (d) The Committee shall issue a report to the representatives on the Committee within 2 weeks of the meeting. The report shall set out the issues, the recommendations of the Committee, and any other matter relevant to such issues as is agreed to by the representatives on the Committee.
- (e) Despite sub clause 12 (a), all parties may mutually agree to amend any term of this Agreement (except clause 6, clause 7 and clause 8), 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

13. Having regard to paragraph 12 (a) (i), paragraph 12 (a) (ii) and sub clause 12 (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 12 (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

14. (a) Where this Agreement has been terminated under sub clause 1 (f), sub clause 8 (d) or clause 13, or has expired under sub clause 11 (a), the Town shall remove from the CACC all equipment purchased or owned by the Town.

(b) Where this Agreement has been terminated under sub clause 1 (f), sub clause 8 (d) or clause 13, the Minister shall send the Town an invoice for any amount owed by the Town to the CACC. However, the Town may deduct from this amount an amount representing any reimbursement by the CACC to the Town, on a pro rata basis, of the appropriate portion of the annual administrative fee paid under clause 6 or clause 8.

NOTICE

15. 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, by email, or by facsimile transmission.

Any notice shall be addressed or delivered, in the case of Lake of the Woods District CACC, to:

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

and, in the case of the Town, to:

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

EMPLOYEES AND AGENTS OF CACC AND AMALGAMATED CACC PERSONNEL

- 16.(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 Town.
- (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 Town. For greater certainty under this sub clause, 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 FOR AND INDEMNIFICATION OF MINISTER

- 17.(a) The Minister, their officers, employees, agents, assigns, independent contractors, and subcontractors shall not be liable to the Municipality or to any of the officers, employees, agents, volunteers, assigns, independent contractors or subcontractors of the Municipality (hereinafter collectively referred to in this clause, clause 17, clause 18 and clause 19, as the "Personnel" of the Municipality) for any actions taken or failed to be taken under this Agreement, including, but not limited to, any losses, expenses, costs, claims, damages and liabilities arising out of or by reason of or attributable to the provision of the Municipality's services, or the performance of the Municipality's obligations, under this Agreement.
- (b) The Municipality shall indemnify and save harmless the Minister and their officers, employees, agents, assigns, independent contractors and subcontractors from all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts, or other proceedings of any kind or nature based on, occasioned by or attributable to anything done or omitted to be done by the Municipality, or by the Personnel of the Municipality, in connection with this Agreement, or with the performance of the Municipality's obligations under this Agreement.
- (c) If the Minister shall be made a party to any litigation commenced by or against the Municipality, or by or against the Personnel of the Municipality, then the Municipality will indemnify and save harmless the Minister and their officers, employees, agents, assigns, independent contractors, and subcontractors in connection with such litigation.

- (d) The provisions of this clause shall survive the expiry or termination of this Agreement.

PROTECTION FROM CLAIMS

18. The Town shall protect itself from and against all claims that might arise from anything done or omitted to be done under this Agreement by the Town, or by the Personnel of the Town, 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 TOWN IN FAVOR OF THE CACC

19.(a) For the purpose of sub clause 18 and without restricting the generality of that clause, the Town 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 Town, or of the Personnel of the Town, under this Agreement.

(b) The insurance policy referred to in sub clause 19 (a) shall include the following terms:

(i) a clause that adds His Majesty the King in Right of Ontario, as represented by the Minister of Health, the CACC and all officers, employees, agents, assigns, independent contractors and subcontractors, as additional named insureds;

(ii) a cross-liability insurance clause endorsement acceptable to the CACC;

(iii) 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;

(iv) 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 Town, or of the Personnel of the Town, or of the Personnel of the Town and

(v) a clause including liability arising out of contract or agreement.

(c) The Town 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 Town have hereunto set their hands and seals.

For the Town _____ Date (dd/mm/yyyy) _____	Witness _____ Date (dd/mm/yyyy) _____
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For the CACC _____ Date (dd/mm/yyyy) _____	Witness _____ Date (dd/mm/yyyy) _____
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SCHEDULE A

Kenora CACC will 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 Fort Frances 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. Fort Frances 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 twelve (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 Fort Frances Fire Service to develop policies and procedures with respect to call-taking and alerting the fire service

SCHEDULE B

The Fire Service shall:

1. Provide any necessary Communicator training as determined cooperatively by CACC and the Fort Frances Fire Service.
2. Ensure that service area maps used by the CACC for call-taking and alerting the fire service are always up-to-date.
3. Assist the CACC with the development of policies and procedures relating to fire call-taking, dispatching, tracking, patching and all other functions.
4. Maintain a current copy of the communities Emergency Fire Service Plan and Community Disaster Plan and provide training to the CACC dispatchers on its use, as necessary. Provide a copy of the Community Disaster Plan for CACC records.
5. 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.
6. 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.
7. Ensure backup fire communications systems are in place in case of primary system failure and/or CACC evacuation.



The Corporation of the Town of Fort Frances By-Law 44-26

Being a By-Law to adopt the revised
Procurement Policy.

WHEREAS the Municipal Act, 2001, c. 25 as amended, Section 9, grants a municipality the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

WHEREAS June 8, 2026, Council received Report AR-26-1094 from the Treasurer recommending the Town of Fort Frances make revisions to the procurement policy to be more effective in obtaining bids for Request for Quotation (RFQ), Request for Proposal (RFP), and Request for Tender (RFT);

WHEREAS the Council of the Corporation of the Town of Fort Frances deems expedient to adopt the revised Procurement Policy.

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

1. THAT Council adopts the revised Procurement Policy as per Schedule "A" attached hereto and forming part of this by-law;
2. AND THAT this By-Law shall come into force and take effect upon the final passing thereof.

ENACTED and **PASSED** this 22nd day of June, 2026.

Chelsea Greig, Municipal Clerk

Andrew Hallikas, Mayor



**PROCUREMENT
ADMINISTRATION & FINANCE 1.12**

POLICY

Created: 2004-10-01
Revised: 2006-06-01, 2007-07-01, 2013-01-01, 2026-06-04
Authorized: Resolution X on YYYY-MM-DD
Superseded: 01/13 (848)

PROCUREMENT

1. PURPOSE

- (1) To provide a procurement process that will enable the Town to acquire the required quality and quantity of goods, construction, and services for the best value, while adhering to the objectives of this policy.

2. OBJECTIVES

- (1) To ensure fairness, objectivity, accountability, and transparency in the procurement process.
- (2) To encourage competition among suppliers.
- (3) To provide an efficient process where the cost and amount of goods and services procured are proportional to time and money spent, thus obtaining best value in the procurement of deliverables.
- (4) To encourage environmentally responsible and sustainable procurement while maintaining fiscal prudence.
- (5) To act ethically in all procurement activities by complying with the codes of purchasing ethics established by the National Institute of Governmental Purchasing, Inc. and Supply Chain Canada for all Procurement activities and processes.
- (6) To the extent practicable, the Town shall endeavour to promote and incorporate social procurement opportunities and community benefit approached into its procurements, having regard to the requirements of all applicable legislation and trade treaties, and in accordance with any applicable protocols.
- (7) To ensure the Town's procurement of goods, services, and construction is in compliance with all legislative and regulatory requirements, including, but not limited to:
 - (a) *The Municipal Act, 2001, S.O. 2001, c. 25;*
 - (b) *The Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50;*
 - (c) *The Occupational Health and Safety Act, R.S.O. 1990, c 0.1;*
 - (d) *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56;*
 - (e) *The Accessibility for Ontarians with Disabilities Act, 2005, S.O., c. 11;*
 - (f) *The Construction Act, R.S.O. 1990, c. C.30;*

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ADMINISTRATION & FINANCE

~~(g)~~ (g) [The Buy Ontario Act \(Public Sector Procurement\), 2025, S.O. 2025, c.27, Sched. 1;](#)

~~(f)~~~~(h)~~ (h) The Canadian Free Trade Agreement (CFTA);

~~(e)~~~~(i)~~ (i) The Canada-European Union Comprehensive Economic and Trade Agreement (CETA);

~~(j)~~ (j) The Ontario-Quebec Trade and Cooperation Agreement;

~~(h)~~~~(k)~~ (k) Any successor federal or provincial legislation, regulations, trade agreements or agreements governing municipal procurement in Ontario; and

~~(i)~~~~(l)~~ (l) All Town bylaws, policies and procedures governing Town expenditures and standards of conduct of Town employees and elected officials.

3. GENERAL PROCUREMENT POLICY

3.1. AUTHORITY

- (1) The Chief Administrative Officer and Division Managers shall be responsible and have authority for all procurement activity and decisions within their departments and may delegate their authority, where appropriate.

3.2. APPLICATION

- (1) This policy applies to all Town employees and Town elected officials.
- (2) The procedures of this policy shall be followed to award a contract or to recommend to Council that a contract be awarded.
- (3) The CAO and Division Managers may purchase or contract for the goods, services listed in Schedule "A" to this policy without following the procedures set out herein provided that sufficient funds are available and identified in appropriate accounts within Council approved budgets.
- (4) The CAO shall contract the Procurement of legal services.
- (5) The following local boards and corporations are bound by this policy and this policy shall apply with necessary modifications, as required by each entity's applicable governing legislation and regulation(s), to such boards and corporations:

PROCUREMENT

- (a) Town of Fort Frances Public Library Board
- (b) The Sister Kennedy Senior's Centre Board of Management
- (c) Police Services Board

3.3. ACCESSIBILITY LEGISLATION

- (1) Individuals engaged in procurement activities on behalf of the Town are aware of and ensure procurement processes comply with the requirements of the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA).
- (2) The Town incorporates accessibility criteria and features when procuring or acquiring goods, services, or facilities, except where it is not practicable to do so, and in such situation, a documented explanation shall be provided upon request.

3.4. RESTRICTIONS

- (1) No procurement shall be arranged or made to avoid the application of this policy or a trade treaty. Without limiting the generality of the foregoing, no procurement of deliverables shall be divided into two or more parts for the purpose or intent of, or with the effect of, avoiding or frustrating the application of this policy or a trade treaty.
- (2) No contract for services shall be awarded where the services would result in an employee-employer relationship.
- (3) Where an employee (including a spouse, a same sex common law spouse or immediate family member) involved in the award of any contract either on his or her own behalf or while acting for, by, with, or through another person, has any perceived, potential, or actual pecuniary interest, direct or indirect, in the contract, the employee:
 - (a) Shall immediately disclose the interest to the division manager involved in the award of the contract and shall describe the general nature thereof;
 - (b) Shall not take part in the Award of the Contract;
 - (c) Shall not participate in the scoring or qualitative assessment in a bid evaluation; and
 - (d) Shall not attempt in any way to influence the Award of the Contract.

ADMINISTRATION & FINANCE

- (4) An employee has an indirect pecuniary interest in a Contract in which the Town of Fort Frances is concerned if the employee or his or her spouse or same sex common law partner or immediate family member:
- (a) Is a shareholder in or a director or senior officer of a corporation that does not offer its securities to the public that has a pecuniary interest in the contract,
 - (b) Has a controlling interest in or is a director or senior officer of, a corporation that offers its securities to the public that has a pecuniary interest in the contract,
 - (c) Is a member of an incorporated association or partnership that has a pecuniary interest in the contract, or
 - (d) Is in the employment of a person, unincorporated association or partnership that has a pecuniary interest in the contract.
- (5) Without limiting or restricting any other right or privilege of the Town and regardless of whether or not a bid otherwise satisfies the requirement of a bid request, the Town may reject any bid from a vendor where:
- (a) In the opinion of the Town, the commercial relationship between the Town and the vendor has been impaired by the act(s) or omission(s) of such vendor including but not limited to any one or more of the following having occurred within the seven-year period immediately preceding either the date on which the RFP or RFT is awarded or the date on which the vendor has been shortlisted:
 - (i) the vendor being involved in Litigation with the Town;
 - (ii) act(s) or omission(s) resulting in a claim by the Town under any security submitted by the vendor on a RFP or RFT, including but not limited to a bid bond, a performance bond, letter of credit, or warranty bond;
 - (iii) the failure of the vendor to pay, in full, any outstanding payments (and, where applicable, interest and costs) owing to the Town by such vendor, after the Town has made demand for payment of same;
 - (iv) the vendors refusal to follow reasonable directions of the Town or to cure a default under any Contract with the Town as and when required by the Town;

PROCUREMENT

- (v) the vendor's refusal to enter into a Contract with the Town after the vendor's Bid has been accepted by the Town;
 - (vi) the vendor's unsatisfactory performance as determined by the Town in its absolute discretion, including the vendor's refusal to perform or to complete performance of a Contract with the Town;
 - (vii) the vendor having unlawfully or unreasonably threatened, intimidated, harassed, assaulted or committed battery against, or otherwise interfered with an attempt by any other prospective vendor to bid for a Town Contract or to perform any Contract awarded by the Town to that vendor;
 - (viii) the vendor having discussed or communicated, directly or indirectly, with any other vendor or their agent or representative about the preparation of the vendor's Bid including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other vendor making a Bid for the same work except in the instance of a Joint Venture where one is permitted;
 - (ix) the vendor having unlawfully or unreasonably threatened, intimidated, harassed, assaulted or committed battery against, or otherwise interfered with an official, employee, representative, agent or independent consultant or contractor of the Town in the performance of his or her duties or in any way attempted to influence such persons;
- (b) the vendor having any safety infringements;
- (i) The vendor has engaged in illegal conduct or unethical bidding practices in other jurisdictions;
 - (ii) the vendor's reference checks being unsatisfactory, as determined by the Town in its absolute discretion.
- (c) The vendor has on one or more occasions, in the performance of a Contract with the Town, deliberately, with wilful blindness or negligence, save and except an inadvertent error corrected to the satisfaction of the Town within a reasonable time, as determined by the Town:

ADMINISTRATION & FINANCE

- (i) over-billed, double-billed and/or retained a known over-payment, or has failed to notify the Town of an over-payment or duplicate payment;
 - (ii) billed for items not supplied;
 - (iii) billed for items of one grade, while supplying items of an inferior grade;
 - (iv) made a misrepresentation as to the quality or origin of Goods, their functionality or suitability for a purpose, or their performance characteristics;
 - (v) submitted false or misleading information to the Town;
 - (vi) acted in conflict with the Town's interests;
 - (vii) misappropriated any property or right of the Town, in any form;
 - (viii) committed any other form of deceptive practice; or
 - (ix) any other act or omission by the vendor that the Town deems to impair the commercial relationship between the Town and the vendor.
- (6) All Council members shall conduct themselves in accordance with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M 50 and the Town's Code of Conduct..
- (7) No procurement shall be made under this policy unless Council has authorized funding for such procurement in the budget or otherwise agreed to the provision of such funds.
- (8) For purchases, ~~other than purchases arising from an RFP,~~ included within the Council| endorsed Municipal Budget:
- (a) The CAO shall have signing authority up to \$100,000.00, including the case when less than 3 competitive quotations are received.
 - (b) Except where delegation of authority has been expressly assigned by By-Law, the Mayor and Municipal Clerk shall be required to sign contracts over \$100,000.00 as approved by Council.
 - (c) Procurement Authority Level

PROCUREMENT

<i>Total Procurement Amount (\$)</i>	<i>Delegated Purchasing Authority Level</i>
Up to \$10,000	Staff will be assigned by the Manager and Treasurer
Up to \$50,000	Division Managers
Up to \$100,000	CAO
Over \$100,000	Council approval

- (d) Execution of Award
- (i) The person having the applicable Approval Authority for the Procurement as listed above shall also have the authority to execute the Award and the Contract on behalf of the Town.
 - (ii) For all other Contracts that require Council approval, the Town officials named in the Council resolution shall execute such Contracts on behalf of the Town. Where officials have not been named in the Council resolution, the Mayor and Municipal Clerk shall execute such contracts by way of enactment of a by-law.
 - (iii) All Contracts issued by the Town shall be signed by two Town officials.
- (9) Where any tender or contract has been authorized under this policy, the CAO may authorize disbursement of additional funds provided that the additional funds:
- (a) Shall not exceed ten percent (10%) of the original contract price;
 - (b) Are available within the program budget; and
 - (c) Are required to complete works that are necessary as part of the original contract.
- (10) No deliverables may be procured by the Town directly or indirectly for the personal use of any member of Council or any member of a local board or for any officer or employee of the Town.

ADMINISTRATION & FINANCE

3.5. NOTIFICATION

- (1) Notification of procurement opportunities for goods, services or construction with a total acquisition cost of greater than \$50,000 shall be made by electronic advertising and electronic advertising may be used for any other purchases.
- (2) Notification of procurement opportunities may be supplemented by other means of notification where appropriate.
- (3) Notification must be advertised for a minimum of 15 calendar days, unless a reasonable exception exists and is approved by the CAO.

4. GENERAL PROCUREMENT PROCEDURES

4.1. ESTABLISHMENT OF METHODS

- (1) The Chief Administrative Officer shall establish procedures consistent with the goals and objectives set out in this policy for:
 - (a) The identification of those goods and services or construction which are more effectively acquired through cooperative purchasing;
 - (b) The form, content and use of forms including purchase orders, bonds, letters of credit and other forms of surety, tender, proposal and other contract documents if not specifically addressed in the policy; and
 - (c) Any other aspect of process or procedure not specifically provided for in the policy.

4.2. PURCHASE CARDS

- (1) The Treasurer or Deputy Treasurer is responsible for the purchase card program outlined in the Town of Fort Frances Purchasing Card Policy 1.09. The purchase card procedures shall be applied consistently with this procurement policy.

4.3. REQUEST FOR EXPRESSION OF INTEREST

- (1) A Division Manager or Chief Administrative Officer may conduct a request for expression of interest for the purposes of determining the availability of suppliers of any goods, services or construction and for the purpose of keeping a list of available suppliers, which will be updated from time to time.

PROCUREMENT

4.4. STANDARD PROCUREMENT METHODS

- (1) The Town may procure deliverables through a number of different procurement methods. Depending on the nature and estimated total cost of the deliverables, standard procurement may include:
 - (a) Procuring deliverables through an existing price agreement;
 - (b) Obtaining quotes;
 - (c) Conducting an invitational competitive procurement process by soliciting bids through the issuance of a call for bids to invited suppliers;
 - (d) Conducting an open competitive procurement process by soliciting bids through the public posting of a call for bids; and
 - (e) Obtaining pricing through co-operative purchasing with other entities or utilizing sourcing programs such as Ontario Education Collaborative Marketplace (OECM), or Canoe procurement group of Canada (Canoe).

5. PURCHASING METHODS

5.1. PURCHASES NOT EXCEEDING \$500 (PETTY CASH FUNDS)

- (1) The Treasurer shall have the authority to establish petty cash funds in such an amount to meet the requirements of a division for the acquisitions of goods, services or construction having an individual total acquisition cost not exceeding \$500.
- (2) All petty cash fund disbursements shall be evidenced by vouchers and shall be available for auditing purposes through the Treasurer.
- (3) Purchases made pursuant to this section shall be made from the competitive marketplace whenever possible.

5.2. PURCHASES NOT EXCEEDING \$5,000

- (1) Purchases made pursuant to this section for the acquisition of goods, services or construction shall be made from the competitive marketplace whenever possible and may be made using an approved invoice or purchase card.

ADMINISTRATION & FINANCE

5.3. PURCHASES EXCEEDING \$5,000 BUT NOT EXCEEDING \$50,000

- (1) Purchases requiring the acquisition of goods, services or construction having a total acquisition cost between \$5,000 and \$50,000 may be made by using a purchase card or approved invoice subject to:
 - (a) At least three written quotes without the necessity of advertising or formal tender procedures prior to ordering;
 - (b) In appropriate circumstances, the request for Proposal or Request for Tender process may be utilized for goods, services or construction in this total acquisition cost range; and
 - (c) The procedure used to purchase goods, services and construction in this total acquisition cost range shall demonstrate that fair market value was achieved.
 - ~~(c)~~(d) Where obtaining quotations results in costs exceeding \$50,000-, by no more than \$5,000, procurement does not need to restart with tendering provided that the purchasing manager is satisfied that the best pricing has been received by those providing quotations.

5.4. PURCHASES EXCEEDING \$50,000

5.4.1. REQUEST FOR TENDER

- (1) A request for tender shall be used for purchases exceeding \$50,000 where the following criteria apply:
 - (a) Two or more sources are considered capable of supplying the requirement;
 - (b) The requirement is adequately defined to permit evaluation of tenders against clearly defined stated criteria;
 - (c) The market conditions are such that tenders can be submitted on a common pricing basis;
 - (d) It is intended that the lowest compliant bid will be accepted without negotiations, unless an evaluation grid is utilized; and
 - (e) Where an evaluation grid is utilized, the tender is awarded to the bidder with the best score.

PROCUREMENT

- (2) All tenders shall be subject to the procedures in Schedule C.

5.4.2. REQUEST FOR PROPOSAL

- (1) Request for Proposal shall be used where one or more of the criteria for Request for Tender cannot be met such as:
- (a) Owing to the nature of the requirement, suppliers are invited to propose a solution to a problem, requirement or objective and the selection is based on effectiveness of the proposed solution rather than on price alone.
 - (b) It is expected that negotiations with one or more suppliers may be required with respect to any aspect of the requirement.

~~(2)~~ Every request for proposal shall have terms of reference and include an evaluation grid.

~~(2)(3)~~ The Evaluation of request for proposals will reflect the requirements of the buy Ontario Directive, which includes a province wide promote local business approach.

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~~(3)(4)~~ Council must approve the award of all Requests for Proposal. The CAO, division manager or designee shall provide a report to council with recommendations containing all pertinent information. Award of contracts arising from a Request for Proposal shall be handled in accordance with the Delegation of Authority By-Law and this policy.

5.5. SOLE SOURCING

- (1) Where only one supplier is able to meet the requirements of procurement, the Town may conduct non-competitive procurement in the circumstances listed below (also known as sole-source situations) provided that they do not do so for the purposes of avoiding competition between suppliers or to discriminate against suppliers:
- (a) To ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative;
 - (b) Where there is an absence of competition for technical reasons and the goods or services can be supplied only by a particular supplier and no alternative or substitute exists;
 - (c) For the procurement of goods or services the supply of which is controlled by a supplier that is a statutory monopoly;

ADMINISTRATION & FINANCE

- (d) For the purchase of goods on a commodity market;
- (e) For work to be performed on or about a leased building or portions thereof that may be performed only by the lessor;
- (f) For work to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work;
- (g) For a contract to be awarded to the winner of a design contest;
- (h) For the procurement of a prototype of a first good or service to be developed in the development, but not for any subsequent purchases;
- (i) For the purchase of goods, under exceptionally advantageous circumstances such as bankruptcy, receivership, or demonstrative equipment, but not for routine purchases;
- (j) For the procurement of original works of art;
- (k) For the procurement of subscriptions to newspapers, magazines or other periodicals; and
- (l) For the acquisition of any real property or to any lease, right or permission relating to the use or occupation of real property.
- (m) For the procurement of deliverables required under any lease of real property and provided for under the terms of such lease, including tenant improvements, equipment and fixtures.

5.6. CO-OPERATIVE PURCHASING

- (1) The Town may participate with other levels of government, municipalities, agencies or public authorities, and other entities in co-operative purchasing where the Division Manager determines it is in the best interests of the Town to do so.
- (2) Where the Town participates in co-operative purchasing, where the call for bids is issued by another entity, the Town shall adhere to the policies of the entity issuing the co-operative call for bids providing the other public body uses a competitive method consistent with that set out in this policy with respect to the procurement process.
- (3) Where the Town participates in co-operative purchasing by utilizing sourcing programs such as, but not limited to, Ontario Education Collaborative Marketplace (OECM), or Canoe procurement group of Canada (Canoe), the sourcing program is leveraging the collective

PROCUREMENT

buying power of many organizations and has already undergone an effective and competitive procurement process.

- (4) Despite the above, the awarding, reporting and execution of contracts resulting from the co-operative purchasing is consistent with that as set out in this policy and supporting procedures.

5.7. EMERGENCY PURCHASES

- (1) In the case of an emergency, the purchase of deliverables may be authorized by the CAO without issuing a call for bids.
- (2) The Division Manager (or delegate) shall endeavour to obtain the best value for any deliverables purchased during an emergency, using as fair and transparent a process as is feasible having regard to the particular emergency not withstanding any other provision of this policy.
- (3) The Division Manager may authorize the purchase provided that the total cost does not exceed one hundred thousand dollars (\$100,000.00).
- (4) The Chief Administrative Officer may authorize the purchase where the total cost exceeds one hundred thousand dollars (\$100,000.00).
- (5) Emergency purchases shall not be used to circumvent the need to procure deliverables through a standard procurement process in accordance with this policy.
- (6) For all emergencies over \$50,000, the Division manager shall submit a report to Council to advise of any purchases made under delegated authority for emergency purchases.

6. BID ISSUES

6.1. BIDS IN EXCESS OF PROJECT ESTIMATES

- (1) Where bids are received in response to a bid solicitation but exceed project estimates, the manager in charge of the bid solicitation may enter into negotiations with the lowest compliant bidder, where it is agreed that the changes required to achieve an acceptable Bid will not change the general nature of the requirement described in the request.
- (2) Where bids received that are in excess of the project estimates, where the project estimates are determined to be too low, and the value of the bid is at fair market value, a report will be presented to Council with a recommendation for a decision.

ADMINISTRATION & FINANCE

6.2. BID IRREGULARITIES

- (1) Unless otherwise determined by the Town in its sole and unfettered discretion the administration of certain bid solicitation issues/irregularities and non-compliance are as set out in Schedule B.

6.3. IDENTICAL PRICING

- (1) If the lowest compliant price from two or more vendors are identical in Total Acquisition Cost or unit price, the manager is authorized to enter negotiations with the vendors who have submitted the identical prices in an attempt to obtain the lesser price and shall maintain a record with respect to such negotiations.
- (2) When negotiations are not successful in breaking the identical pricing, then factors to be considered in breaking the tie include:
 - (a) When delivery or completion date are important factors, preference to the vendor offering the best delivery or completion date;
 - (b) Preference to a vendor in a position to provide better after sales services; or
 - (c) Preference to a vendor with an overall satisfactory performance record.
- (3) When the considerations above do not break the tie, the successful bidder shall be determined by a coin toss. The coin toss may be performed in the presence of the bidders if they wish to attend, and the Town.

7. PURCHASE WITHOUT BUDGET APPROPRIATION

- (1) Where a requirement exists to initiate a project for which goods, services or construction are required and funds are not contained in the Council approved budget, the Division Manager shall, prior to commencement of the purchase process submit a report to Council, for approval, containing:
 - (a) Information surrounding the requirement.
 - (b) Information on the availability of funds within existing estimates, which were originally approved by Council for the other purposes or on the requirement for additional funds.

PROCUREMENT

8. CONTRACTUAL AGREEMENTS

- (1) The award of a contract over \$50,000 shall be by way of an agreement. The Division Manager and / or Chief Administrative Officer will have the authority to negotiate contracts on behalf of the Town.
- (2) A formal agreement is to be used when the resulting contract is complex and will contain terms and conditions other than the Town of Fort Frances standard contractual terms and conditions.
- (3) Changes to a contract, and more specifically add-ons, shall not exceed the project tender limitations for contingencies as defined in the contract, or in the absence of such limitations the variance must not exceed the approved tender amount by more than 10%. The appropriate Executive Committee and Council must approve any changes in excess of those prescribed above prior to proceeding.
- (4) The completed contracts are to be returned to the Municipal Clerk for execution by the Town.

8.1. GUARANTEE OF CONTRACT EXECUTION AND PERFORMANCE

- (1) The Town shall require that a deposit by way of a certified cheque, bid bond or other similar security to guarantee entry into a contract accompany a bid. Unless otherwise specified in circumstances where a bid bond or other security is required the refundable deposit required shall be:

(a) 5% for projects where Total Acquisition Cost is \$50,000 to \$100,000.

(b) 10% for project where Total Acquisition Cost is in excess of \$100,000.

~~(b)~~ [Bid Deposit requirements shall not be required for procurement of professional services or where professional associations require firms to carry professional liability coverage.](#)

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- (2) Prior to commencement of work the successful bidder may be required to provide the following security in addition to the security referred to in section 1:
 - (a) A performance bond to guarantee the performance of the contract; and
 - (b) A payment bond to guarantee the payment of labour and materials to be supplied in connection with a contract.
- (3) The Manager shall select the appropriate means of guarantee for execution and performance of the contract. Means may include but not be limited to certified cheque, bank draft,

ADMINISTRATION & FINANCE

irrevocable letter of credit, money order, and, where appropriate a bid bond issued by an approved guarantee company properly licensed in the province of Ontario, on bond forms acceptable to the Town of Fort Frances.

- (4) The Municipal Clerk shall retain the certified cheque, bank draft, bid bond or surety until a decision is made by Council to award or not to award. At that time, the Municipal Clerk shall forward the cash security, bid bond or surety, as the case may be, of the successful Tenderer to the Treasurer for safekeeping or deposit. The Municipal Clerk shall forward such securities of all unsuccessful Tenderers to the Division Manager of authority to accompany advisement of tender results. The original insurance certificate and WSIB clearance certificate, etc. of the successful Tenderer are to be retained on file by the Municipal Clerk.
- (5) Deposits of unsuccessful Tenderers will be returned no later than three weeks following the Tender award. Except as otherwise provided for herein, the Deposit of the successful Tender will be returned with the first progress certificate.
- (6) Prior to the commencement of work, evidence of insurance coverage satisfactory to the Town must be provided by the successful bidder ensuring indemnification of the Town of Fort Frances from any and all claims, demands, losses, costs, or damages resulting from the performance of bidders obligations under the contract and from any other risk determined by the Town requiring coverage. This certificate of insurance of the successful Tenderer are to be retained on file by the Municipal Clerk.

9. SURPLUS AND OBSOLETE GOODS

- (1) The Chief Administrative Officer shall dispose of all goods and services for which a Division no longer has use and the CAO may use any method for disposal in the Town of Fort Frances best interest, including without limitation, public auction, public tender, trade or transfer to another division.
- (2) An employee, who has the responsibility or decision-making authority of declaring goods surplus or obsolete or for sending items to a public auction shall not directly or indirectly bid on or personally obtain any goods that the employee has declared as surplus. This prohibition extends to the given employee's immediate family members, a spouse or a same sex common law partner.
- (3) No member of Council or any Town employee shall be permitted to acquire surplus or obsolete goods except by purchase at public auction, by public tender, trade or negotiated sale.

10. POLICY REVIEW

- (1) This policy shall be reviewed within each term of Council.

PROCUREMENT

- (2) The review shall determine the policy's effectiveness versus the objectives stated and the requirement of the Municipal Act, 2001 as amended.
- (3) The senior management team shall undertake the review and the final result of said review are to be reported by the CAO to Council.

11. REQUIREMENT FOR COUNCIL APPROVAL

- (1) Council approval is required in each of the following circumstances:
 - (a) prior to authorizing a procurement where the procurement is prescribed by statute to be made by Council,
 - (b) prior to authorizing a procurement where the procurement of any deliverable is not authorized by this policy,
 - (c) prior to authorizing a procurement where the term of a proposed term contract is for a period greater than five (5) years, or where the extension or renewal of a contract would result in an aggregate term of greater than five (5) years,
 - (d) prior to renewing a term contract where the contract does not provide for a renewal option or all renewal options have been exercised,
 - (e) prior to authorizing a procurement where the total cost of a non-standard procurement exceeds one hundred thousand dollars (\$100,000.00), or
 - (f) where otherwise specifically required by this policy.

12. DEFINITIONS

- **"Approval Authority"** means the authority delegated by the Town to a person to approve procurements including the award and contract up to the authority levels.
- **"Approved invoice"** means an original supplier's invoice issued at the time of purchase of goods and services that bears both the signature of an appropriately authorized employee and required account distribution codes.
- **"Authorized Delegate"** means the individual holding a position which has been delegated by Council an approval authority and includes any other individuals further delegated by Division Managers.

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- **“Award”** means authorization to proceed with the purchase of goods, services or construction from a chosen supplier.
- **“Bid”** means a submission received in response to a call for bids, and includes a quotation, a tender and a proposal.
- **“Bid bond”** means the form of security required by the terms and conditions of bid solicitation documentation to guarantee that the successful bidder enters into a contract with the town of Fort Frances as required.
- **“Bidder”** means any legal entity that submits a bid in response to a call for bids.
- **“Bid solicitation”** means a formal request for bids and includes, but is not necessarily limited to, a request for quotations, a request for tenders and a request for proposals.
- **“Chief Administrative Officer”** means the Chief Administrative Officer (CAO) of The Town of Fort Frances.
- **“Clerk”** means the duly appointed Municipal Clerk of the Town of Fort Frances.
- **“Community benefit”** means additional physical, social, economic and/or environmental benefits for local communities that can be leveraged through funds already being spent on goods, services, construction and land development projects.
- **“Conflict of interest”** means:
 - when applied to individuals, any situation or circumstance in which an individual’s impartiality may be affected because of a personal relationship or where an individual may stand to gain from the outcome of a procurement; and
 - when applied to suppliers, any situation or circumstance where:
 - in the context of a procurement process, the supplier has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
 - having, or having access to, confidential information of the Town that is not available to other suppliers,

PROCUREMENT

- communicating with any person with a view to influencing preferred treatment in the procurement process, or
- engaging in conduct that compromises, or could be seen to compromise, the integrity of an open and competitive procurement process or render that process non-competitive or unfair, or
- in the context of performance under a contract, the supplier's other commitments, relationships or financial interests:
 - could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.
- **“Construction”** means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, soil investigation, the supply of products and materials and the supply of equipment and machinery if they are included in, and incidental to, the construction, and the installation and repair of fixtures of a building, structure or other civil engineering design or architectural work, but does not include professional services related to the construction contract unless they are included in the specifications of the procurement.
- **“Contingency”** means an event or circumstance that gives rise to an increase in a contract price, and which could not have been reasonably anticipated at the time the call for bids closed.
- **“Contract”** means any form of binding agreement between the Town of Fort Frances and a contractor for the purchase of deliverables and includes a purchase order.
- **“Contractor”** means any legal entity to whom a contract is awarded.
- **“Cooperative Purchasing”** means a variety of arrangements whereby two or more public procurement entities combine their requirements in a single procurement process to obtain advantages of volume purchases from the same supplier(s) or contractor(s).

ADMINISTRATION & FINANCE

- **“Council”** means the duly elected Council of the Town of Fort Frances.
- **“Council approved Budget”** means the approved department budgets including authorized revisions, or where applicable, Council approved budgets of local boards to which this policy applies.
- **“Division”** means an organizational unit of the Town of Fort Frances headed by a manager.
- **“Division Manager”** means the person appointed by Council to be responsible for the operation of a division and/or designate and includes the persons appointed to the position by the CAO.
- **“Electronic Advertising”** means the use of a computer-based system directly accessible by suppliers irrespective of location that provides suppliers with information related to bid solicitation.
- **“Emergency”** means an event or circumstance where the immediate purchase of deliverables is necessary to prevent or alleviate:
 - serious delay in service delivery that could not have been foreseen,
 - a threat to the environment, life, safety, health and/or welfare of any person,
 - the disruption of essential services, or
 - damage to public or private property, and includes, but is not limited to, an emergency declared at the local, Regional, Provincial or National level under the *Emergency Management and Civil Protection Act* or applicable federal legislation.
- **“Essential service”** means any service rendered to or by the Town, the interruption of which could endanger the life, health or personal safety of any person.
- **“Fair Market Value”** means the price that would be agreed to in an open, unrestricted market between knowledgeable and willing parties dealing at arms-length, who are fully informed and not under any duress to transact.
- **“Goods”** means moveable property including:
 - The cost of installing, operating, maintaining or manufacturing such moveable property; and

PROCUREMENT

- Raw materials, products, equipment and other physical objects of every kind and description.
- **“Immediate Family Member”** means husband, wife, common-law spouse, father, mother, step-father, step-mother, sister, brother, son, daughter, step-children, or common-law children.
- **“Lowest Compliant Bid”** means the bid that would provide the Town of Fort Frances with the desired goods, services, or construction at the lowest total acquisition cost, meet all the specifications and contain no irregularities requiring automatic rejection.
- **“Professional Services”** means persons having a specialized knowledge or skill for a defined service requirement including:
 - Architects, engineers, designers, management, and financial consultants; and
 - Firms or individuals having specialized competence in environment, planning, information technology or other disciplines.
- **“Proposal”** means an offer submitted in response to a request for proposal acceptance of which may be subject to further negotiation.
- **“Purchase Card”** means a card issued in accordance with the purchasing card policy, to purchase goods and services.
- **“Purchase order”** means a legal document generated by the Town of Fort Frances, setting out the terms and conditions for the purchase of deliverables, and includes the upset limit of the purchase.
- **“Real property”** means land, or land and buildings, and includes fixtures attached to such land or buildings.
- **“Request for Proposal”** means a document used to request suppliers to supply solutions for the delivery of more complex products or services or to provide alternative options or solutions. It is a process that uses predefined evaluation criteria in which price is not the only factor.
- **“Services”** means all professional and consulting services, all services in relation to real property or personal property including, but not limited to: the delivery, installation, construction, maintenance, repair, restoration, demolition or removal of and except only services to be delivered by an officer or employee of the Town of Fort Frances in accordance with terms of employment.

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- **“Single Source”** means the use of a non-competitive method of procurement of goods or services from a supplier even though there may be more than one supplier capable of delivering the same goods or services.
- **“Scope change”** means any change to a contract to accommodate a need identified by the Town of Fort Frances which was not originally provided for in the contract and which may include the purchase of additional deliverables or the extension of the term of the contract and which may require an adjustment to the contract price.
- **“Social procurement”** means using procurement processes to generate positive social outcomes which may include job creation, training, or apprenticeships for a historically disadvantaged community, or reducing carbon emissions, in addition to the efficient delivery of goods and services, and may include other benefits as defined by the local community or the Town.
- **“Sole Source”** means the use of a non-competitive procurement process to acquire goods or services where there is only one available or known supplier for the sources of the goods or service.
- **“Supplier”** means a person carrying on the business of providing deliverables and includes a vendor, service provider, consultant, and contractor.
- **“Supplier Suspension Protocol”** means the protocol setting out the process for suspending suppliers from participation in the Town of Fort Frances’ procurement processes.
- **“Tender”** means a document used to request supplier responses to supply goods or services based on stated delivery requirements, performance specifications, terms and conditions. A tender usually focuses the evaluation criteria predominately on price and delivery requirements.
- **“Term contract”** means a contract which states a fixed duration during which the contract will be in effect.
- **“Terms of Reference”** means the document which explains the objectives, scope of work, activities, task to be performed, respective responsibilities of the procuring entity and the bidder, and expected results and deliverables of the assignment.
- **“Total Acquisition Cost”** means an evaluation of quality and service in the assessment of a bid and the sum of all costs including purchase price, all taxes, warranties, local service costs, life cycle costs, time of completion or delivery, and inventory carrying costs.
- **“Town” or “Town of Fort Frances”** means the Corporation of the Town of Fort Frances.

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- **“Treasurer”** means the duly appointed Treasurer of the Town of Fort Frances.
- **“Vendor”** means a person or company offering something for sale.

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SCHEDULE A - EXEMPTIONS

- (1) The purchasing methods described in this policy do not apply to the following goods and services, although in some cases the Town may wish to follow the policy to procure these services:
- (a) Training and Education
 - (i) Registration and tuition fees for conferences, conventions, courses and seminars
 - (ii) Magazines, books and periodicals
 - (iii) Memberships
 - (b) Refundable Employee/Council Expenses
 - (i) Advances
 - (ii) Meal Allowances
 - (iii) Travel and Entertainment
 - (iv) Per Diem Payments
 - (v) Miscellaneous – non travel
 - (c) Employer's General Expenses
 - (i) Payroll Deduction Remittances
 - (ii) Employee benefits
 - (iii) Licenses (vehicle, firearm, professional, etc.)
 - (iv) Debenture Payment
 - (v) Grants to Agencies
 - (vi) Damage Claims
 - (vii) Tax Remittances
 - (d) Professional and Special Services
 - (i) Auditing fees
 - (ii) Committee Fees
 - (iii) Insurance Costs
 - (iv) Legal fees and other professional services related to litigation or legal matters
 - (v) Veterinary Expenses
 - (vi) Road construction design services
 - (vii) Telecommunications
 - (viii) Utilities
 - (ix) Hardware and software licensing and support services
 - (x) Advertising services
 - (e) Bailiff or collection agencies
 - (f) purchases from other government bodies.

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SCHEDULE B - BID IRREGULARITIES

Item	Description	Action
1	Late submission	Automatic rejection, not opened or read publicly
2	Insufficient financial security (no bid security or agreement to bond or insufficient bid bond or agreement to bond)	Automatic rejection
3	Bid forms not signed or signed in an erasable medium	Automatic rejection
4	All Addendum(s) not acknowledged (if issued)	48 hours to correct and initial changes
5	All required sections of bid documents not completed	Automatic rejection unless the incomplete nature is trivial or insignificant at the Town's discretion.
6	Bids received on documents other than those provided by the Town	Automatic rejection
7	Bids containing minor obvious clerical errors	48 hours to correct and initial changes
8	Erasures, overwriting or strikeouts which are not initialled	48 hours to correct and initial changes
9	Mathematical errors which are not consistent with unit price	48 hours to correct and initial changes
10	If applicable- Unsealed envelopes	Automatic rejection

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11	If applicable- Failure to attend a mandatory site visit	Automatic rejection
12	Any other irregularities	The Division Manager in charge of bid solicitation shall have the authority to waive any other irregularities, grant 48 hours to initial changes, or automatically reject the bid

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SCHEDULE C - TENDER PROCEDURES

- (1) Obtain sealed tenders by placing an electronic advertisement for the procurement of goods and services on the Town of Fort Frances website. Electronic advertising for procurement with a total acquisition cost greater than \$100,000 and construction with total acquisition costs greater than \$250,000 is required to be posted on a public procurement site designated for the Province of Ontario.
- (2) Other forms or advertising may be used, such as newspaper, online and radio.
- (3) In addition, copies of the tender call may be sent to:
 - (a) Construction Association of Thunder Bay, 857 North May Street, Thunder Bay, Ontario P7C 3S2 Fax: 807-623-2296
 - (b) Winnipeg Construction Association, 290 Burnell Street, Winnipeg, Manitoba R3G 2A7 Fax: 204-783-7805
 - (c) Fort Frances Times Fax: 807-274-7286
- (4) It is the responsibility of the Division Manager to ensure that proper tender documents, plans and specifications are prepared and available to prospective Tenderers the day of the advertisement.
- (5) Where appropriate (construction projects), the Division Managers are to consult with the Operations and Facilities Division Manager to determine the role and responsibilities of Engineering and/or other operations departments as it relates to the completion of the project. If capability or time commitments do not permit, it is the responsibility of the division in need to seek alternative methods of completing the project specifications.
- (6) Employee input is valuable to the determination of plans and specifications for items/projects/services etc. to ensure that the Town's needs are met. In situations where employees are users of the item/project/service/etc. Managers shall obtain (and record) employee input into the preparation of tender specifications.
- (7) In order to recover costs of producing detailed tender documents and drawings, where appropriate, at the discretion of the Division Manager, a fee may be charged for tender documents not to exceed \$50.00.
- (8) The Tenderer shall keep its tender open for acceptance for a period of 60 calendar days or in some cases longer than 60 days from the closing time.

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- (9) A tendering number obtained from the office of the Municipal Clerk shall identify all tender calls.
- (10) All tender forms are to be submitted in duplicate prior to closing time and date to the Office of the CAO.
- (11) Tenders shall close at 2:00 p.m. on a Tuesday that is not a public holiday unless otherwise specifically authorized by the CAO and instructions to bidders shall note that tenders will be publicly opened at the Fort Frances Civic Centre, 320 Portage Avenue, Fort Frances, Ontario after the specified closing time and date.
- (12) Tenders will be opened in the presence of the Municipal Clerk or designee and the applicable Division Manager or designee.
- (13) Tender openings may be open to the public.
- (14) Unless the Town determines otherwise a tenderer will be responsible to complete an Occupational Health and Safety agreement form and submit a valid WSIB clearance certificate.
- (15) The successful Tenderer(s) shall take out and keep in force, throughout and for the duration of such Tenderer's obligations to and/or contract with the Town such insurance policies and evidence of insurance coverage as determined by the Town. A certified copy of the Policy or certificate thereof shall be deposited with the Town upon signing of the Form of Agreement or as the Town may direct. Such Policy shall name the Town as an additional insured thereunder and some suggested wording which may be included in the insurance policies is as follows:
 - (a) The insurer's waiver of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled as against the Town and any other corporation owned, operated, or controlled by or affiliated with the Town, together with a severability of interest clause and a cross liability clause; and
 - (b) An undertaking by the insurer not to cancel, change, lapse or refuse to renew the insurance therein granted without first giving the parties notice of its intentions in writing of at least 60 days prior to the intended change, lapse, cancellation or termination.
- (16) Tenders are to be opened and read out by the Municipal Clerk or designee. A formalized checklist is to be completed at time of opening.

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- (17) Following the opening of tenders and after the completion of the formalized checklist by the Municipal Clerk or designee, copies of each tender received shall be referred to the appropriate Division Manager for tabulation, confirmation of price extensions, analysis of quantities, and qualities, and conformity to plans and/or specifications. Conveyance envelopes will only be discarded following the completion of the project.
- (18) A tender recommendation report will be prepared for Council's approval regarding the tenders.
- (19) All Tender and Proposal documents will outline a term respecting the making of application and obtaining of a Town Business License if the company was successfully awarded the Tender/Proposal.
- (20) This clause may be considered as part of the Tender/Proposal documents. The division manager or designee will determine its utilization. In the event of any dispute arising in connection with this Tender/Proposal or Tender/Proposal process, including, without limitation, a dispute as to whether the bid of any Tenderer was submitted on time, the Town, in its unqualified subjective discretion, may refer the dispute to a confidential arbitration before a single arbitrator at Fort Frances, Ontario, pursuant to the Arbitration Act, 1991, as amended. If the Town refers the dispute to arbitration, the Tenderer agrees that it is bound to arbitrate such dispute with the Town. Unless the Town shall refer such dispute to arbitration, there shall be no arbitration of such dispute.
- (21) If the Town refers the dispute to arbitration, the Town and the Tenderer agree that they shall exchange brief statements of their respective positions on the dispute, together with the relevant documents, and submit to an arbitration hearing which shall last no longer than 2 days, subject to the discretion of the arbitrator to increase such time. The Town and the Tenderer further agree that there shall be no appeal from the arbitrator's award.



The Corporation of the Town of Fort Frances By-Law 45-26

Being a By-Law to award RFP 2026-OF-08 to Exactus Energy for the Solar Design of the Memorial Sports Centre.

WHEREAS the Municipal Act, 2001, c. 25 as amended, Section 9, grants a municipality the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

WHEREAS October 14, 2025, Council received Report AR-26-1099 from the Infrastructure and Growth Manager recommending the award of RFP 2026-OF-08 to Exactus Energy;

WHEREAS the Council of the Corporation of the Town of Fort Frances deems it necessary to enter into an agreement with Exactus Energy for the solar design of the Memorial Sports Centre (MSC).

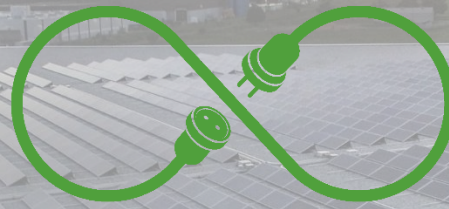
NOW THEREFORE Council for the Corporation of the Town of Fort Frances **HEREBY ENACTS** as follows:

1. THAT the Mayor and Clerk be authorized on behalf of the Town of Fort Frances, to execute, and to affix the Corporate Seal of the Town of Fort Frances, to the agreement with Exactus Energy in the form of Schedule "A" attached to and forming part of this By-Law;
2. AND THAT this By-Law shall come into force and take effect upon the final passing thereof.

ENACTED and **PASSED** this 22nd day of June, 2026.

Chelsea Greig, Municipal Clerk

Andrew Hallikas, Mayor



EXACTUS ENERGY
NEW AGE ENGINEERING

PROPOSAL AGREEMENT

Prepared On

June 19, 2026

Proposal ID: QUO-03744-X4S0C9

Prepared For

The Town of Fort Frances

320 Portage Avenue, Fort Frances, Ontario ON Canada

Exactus Energy Inc.

New Age Engineering

14 Neilor Cres, Toronto, ON, M9C 1K4, Canada
+1 (833) 392-2887 | exactusenergy.com

**Re: Solar Site Assessment at:**

740 Scott St, Fort Frances, ON P9A 1H8, Canada (500.0 kW DC)

As per your request, Exactus Energy is pleased to submit the following Proposal. Outlined below is our proposed scope of work, associated fee structure, and terms and conditions.

SCOPE OF WORK**Detailed Electrical and Structural Design Services**

This project involves detailed electrical and structural design services for an approximately 500 kW AC rooftop solar photovoltaic system at the Town of Fort Frances Memorial Sports Centre, located at 740 Scott Street, Fort Frances.

The objective of the project is to develop a complete, permit-ready design package suitable for procurement, construction, and commissioning of a grid-connected rooftop solar PV system.

Site Visit

A technician visit to site to collect data, photos, and/or measurements required to support all design disciplines. The site assessment includes:

- Review of available as-built drawings and existing building documentation.
- Site inspection of all roof sections, including condition, geometry, orientation, shading, and access constraints.
- Identification of suitable PV mounting zones and exclusions.
- Evaluation of existing electrical infrastructure, including service capacity and distribution systems.
- RTK/GPS and aerial drone survey to capture all roof features and site conditions in a CAD site plan.
- Identification of access/egress points, roof heights, and slope details.
- Close-up and contextual photos of all relevant electrical and structural equipment



Roof Survey and Drafting:

Production of a complete 2D CAD roof survey drawing set, including:

- 2D CAD layout of all roof dimensions, features, and obstructions (DWG and PDF files).
- Location and shape of all roof obstructions including gas lines/supports, rooftop units, combustion vents, plumbing vents, parapets, expansion joints, roof drains/scuppers, satellite dishes, roof access ladders, antennas, lighting, walkways, skylights, and curbs.
- Roof height from grade and slope details where possible.
- Cross-sectional drawings of seam/corrugation details including spacing, dimensions, and gauge for all metal roofs.
- 360-degree photos of the roof space, obstructions, and local perimeter including any off-roof shading sources.
- Locations of all access and egress points

Structural Engineering:

Structural feasibility assessment and engineering report to confirm roof capacity and PV system compatibility. Includes:

- Review of existing structural drawings and available building documentation.
- Site inspection to confirm structural conditions (conducted during the Site Visit).
- Verification of roof load capacity for all roof sections.
- Analysis of additional dead, live, wind, and snow loads associated with the proposed PV system.
- Identification of any required structural reinforcements.
- Feasibility Report summarizing structural assessment findings and solar reserve capacity.
- Final Structural Review letter confirming the design is within allowable structural capacity.
- All drawings and reports signed and sealed.



Structural Design

Detailed structural design of the PV mounting system and all associated site infrastructure.

Includes:

- Design of mounting systems and attachment details for all roof sections.
- Design and specification of any required roof access anchor points and guardrail systems to support safe ongoing maintenance access.
- Assessment and design of concrete housekeeping pad(s) for ground-level electrical equipment installation.
- Review of racking drawings and calculations provided by the selected racking manufacturer.
- Sealed final structural calculations and drawings approved by the Structural Engineer of Record.
- Compliance with applicable Ontario OH&S regulations and building code requirements.
- All drawings signed and sealed.

Pricing assumes the client and/or selected racking manufacturer will provide the following inputs:

- Proposed racking layout.
- Racking construction drawings.
- Racking calculations from the racking manufacturer.

Electrical Engineering Design:

Full electrical engineering design for the 500 kW AC rooftop PV system, delivered across three progressive design stages (30% / 60% / 90%-100%). Includes:

- System sizing and configuration (modules, inverters, string layout).
- Selection of equipment and components.
- DC and AC system design, including wiring, conduit routing, and protection systems.
- Inverter placement and integration with the building's existing electrical systems.
- Interconnection design in compliance with local utility (FFPC) requirements.
- Protection coordination and grounding design.
- Metering and monitoring (Data Acquisition System) design.
- Preparation of single-line diagrams and detailed schematics.
- Full compliance with the Canadian Electrical Code (CEC).
- Design configured for future phased microgrid implementation, including battery energy storage and standby generator integration.
- All drawings signed and sealed.



Utility Coordination:

Management of all utility interconnection requirements with Fort Frances Power Corporation (FFPC), the local system operator. Includes:

- Coordination with FFPC regarding interconnection requirements and grid capacity confirmation.
- Preparation and submission of preliminary interconnection application.
- Preparation and submission of final interconnection application.
- Incorporation of FFPC feedback into the final electrical design.

Drawings and Specifications:

Production and coordination of the complete drawing package and construction specification document (IFT/IFC package) for contractor tendering and construction. Includes:

- Site plan and array layout drawings
- Full compiled drawing package incorporating all electrical and structural design outputs
- Equipment specifications and data sheets
- Bill of Materials (BOM)
- Construction specifications document suitable for tendering (IFT package)
- Fire access plan and code-required labelling and signage drawings
- Issued-for-Construction (IFC) drawing set, incorporating all review comments

Note: This scope covers the drafting, formatting, and document assembly effort associated with producing the complete drawing package. Engineering design content is captured under the respective Electrical Engineering Design and Structural Design line items above.

Energy Modeling and Performance:

Provision of a full energy production model and performance analysis using industry-standard simulation software. Includes:

- Energy production model for the proposed 500 kW AC PV system.
- Estimated annual energy generation (kWh/year).
- Performance assumptions and system loss breakdown.
- Preliminary construction cost estimate to support the Town's project budgeting.

**Deliverables:**

- Preliminary design report.
- Structural assessment report.
- Electrical design report.
- 90% design submission.
- 100% design submission.
- Issued-for-Tender drawing and specification package.
- Issued-for-Construction drawing and specification package.
- Signed and sealed electrical and structural drawings.

Notes:

- Structural drawings have been shared via the Bids & Tenders platform per Addendum #1.
- Fee schedule assumes all scope items listed above will be completed. Pricing is subject to change with modifications in scope.
- Pricing is valid for 30 days from the date of submission.
- HST (13%) is not included and will be added to each invoice.
- Exactus will coordinate with the client to offer suitable availability to conduct the site survey. The client will coordinate with their customer / on-site contact to arrange required access.
- Utility coordination will be conducted with Fort Frances Power Corporation (FFPC), the local system operator. FFPC has confirmed no capacity issues.
- Bid security applies to the design fee value only, not the total construction value (confirmed per Addendum #1).
- If wet seals are required by the local authority having jurisdiction, they will be billed at cost of shipping and handling + 15%.
- Should structural defects be found, and upgrades or reinforcement be required, it will be flagged to the Town. A structural reinforcement plan would be provided as a change order, once the building has been assessed.
- Pricing assumes one point of interconnection per project address.



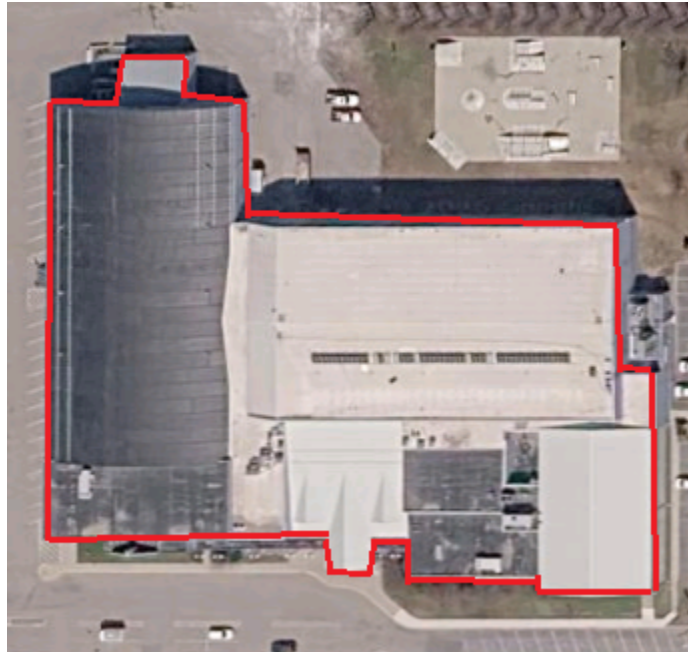
Estimated Fee Schedule:

All Fees in CAD

Scope	Lump Sum Fee (CAD, excl. HST)	Total (incl. HST)
Site Visit	\$4,200	\$4,746.00
Roof Survey and Drafting	\$1,800	\$2,034.00
Structural Engineering	\$6,100	\$6,893.00
Structural Design	\$11,800	\$13,334.00
Electrical Engineering Design	\$15,150	\$17,119.50
Utility Coordination	\$3,700	\$4,181.00
Drawings and Specifications	\$5,900	\$6,667.00
Energy Modeling and Performance	\$3,700	\$4,181.00
TOTAL (excl. HST)	\$52,350	\$59,155.50

Site Location Address & Satellite Image

740 Scott St, Fort Frances, ON P9A 1H8, Canada (500.0 kW DC) - Areas delimited in red





Drawings Submission and Revisions (If Applicable)

For each drawing level submission, one (1) issued for review (IFR) set will be provided to the client for approval. Once approved and/or requested revisions have been provided, Exactus will provide the Issued for (drawing level) set. Any changes requested beyond the initial project details provided will be subject to additional billing at an hourly rate.

Additional Services

Client is to provide all information required to complete the Project at time of design. Should the scope of work be increased due to complications not reasonably foreseen, outlined below is Exactus Energy's Standard Billable Rates for hourly consulting services. Any changes over and above initial scope of the project will be subject to additional fees at these stipulated hourly rates or as outlined in a revised proposal.

If wet seals are required by the utility or local authority, they will be billed at the cost of shipping and handling (to be determined on an individual basis) + 15%.

Table 1: Standard Billable Rates for Additional Services

Standard Billable Rates	
Principal	\$300/hour
Consultant Engineer	\$300/hour
Engineer	\$250/hour
Designer	\$150/hour
PM/Site tech	\$130/hour
Administration	\$75/hour



Exactus Energy - Work Authorization
Client: The Town of Fort Frances
Signature: Print Name: Date:

Please sign and return a copy of this work authorization as confirmation of the scope of work, and authorization for Exactus Energy to proceed.

We look forward to working with you on this project and request that you contact our office with any questions you may have. We appreciate the opportunity given to our firm to submit this proposal.



Terms and Conditions

This Proposal Agreement (the “Proposal”) is entered into by and between Exactus Energy Inc. (“Consultant”) or (“Exactus”) and The Town of Fort Frances (“Client”). This Proposal shall govern the project for which Consultant is hired by Client, as specified in Consultant’s Scope of Work, above, and incorporated by reference herein. The term “Services” is further defined herein.

In consideration of the mutual promises of the parties contained herein and the mutual benefits to be derived therefrom, Client and Consultant agree as follows:

1. Contract Documents. This Proposal consists of and includes:

- a. This Project Proposal.
- b. All approved Change Orders.

2. Services.

(a) Client hereby retains Consultant to provide, and Consultant agrees to provide, the services described in the “Scope of Work” (the “Services”) . The “Scope of Work” shall specify the project for which such services are to be performed (the “Project”) and the fees for such Project and other information set forth therein. All Services rendered by Consultant or by advisory and/or support consultants retained by Consultant (collectively, “Support Consultant”), shall be provided in accordance with the terms of this Proposal. The standard of care for all services performed by Consultant for the Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. The Client shall not rely upon the correctness or completeness of any design or document prepared by Consultant unless such design or document has been labeled “issued for construction” or “IFC” and properly signed and sealed by a licensed professional on behalf of Consultant.

(b) The Services and fees described herein are based upon codes, ordinances, and regulations of the Federal government and of the jurisdiction and state in which the Project is located in effect as of the date of signing the Work Authorization. Modifications to Client requirements or to codes, ordinances, or regulations which would require additional services to be performed by Consultant will be performed and invoiced on an hourly rate basis in accordance with the hourly rate schedule in Table 1, or, alternatively, in accordance with a change order which will specify the additional services and the associated additional fees.

(c) Consultant will provide the Services expressly described in the Scope of Work. If in Consultant’s professional judgment the Services must be expanded or revised, Consultant will forward a change order agreement to the Client that describes the revision to the Services (the



“Change Order”) and the increased fee associated therewith. The Client may approve a Change Order verbally, or by electronic verification pursuant to Section 2d below.

(d) The Client or any of its employees or agents with authority may verbally, or in email format, and with the express written consent of Consultant: (i) make decisions relating to Consultant’s services under this Proposal; (ii) authorize a Change Order and increased fee associated therewith; (iii) direct Consultant to forward information related to the Project to a third-party; or (iv) direct Consultant to take any reasonable action in the interest of the Project. If Consultant submits a Change Order by giving Notice to the Client, then the Change Order shall be deemed accepted upon email or verbal agreement by Client.

(e) Any items not specifically delineated in the Scope of Work are excluded from this agreement and may be performed as a contract addendum upon request.

3. Limits of Scope.

(a) **Early Bid Documents.** Client agrees that if it requests submission of pre-final “Work Product” (defined in clause 4) documents prior to full completion thereof by Exactus or prior to final Authority Having Jurisdiction ‘AHJ’ approval, the potential exists for additional design and engineering costs arising from required subsequent revisions and additions to Exactus design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client’s responsibility. For clarity, minor adjustments totaling less than three (3) hours of work would not be additionally charged. Further, Exactus shall bear no responsibility for any labor, material, or other costs caused by changes required to “pre-final” Work Product.

(b) **Construction Means and Methods.** Client agrees that Exactus does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(c) **Drawing Review.** If specifically included in the Scope, Exactus shall review and check the Client’s;

(i) As Built Structural Drawings - but only for the limited purpose of checking for general conformance with the intent of designing and installing PV solar.

(ii) Shop and Product Drawings - such review is not for the purpose of determining or substantiating instructions for installation or performance of equipment or systems designed for or by the Client or its contractor/s. Exactus’ review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures.

(d) **Plan and Permit Processing.** If the Scope includes preparation of plans and/or permits for review and approval by public agencies, submission, payment, and processing of such plans and permits is not included in the Scope of Work.

4. Ownership of Documents and Other Rights of Exactus.



(a) All reports, plans, drawings, specifications, computer files, field data, photos, notes, and other documents and instruments prepared by Exactus as instruments of service (“Work Product”) shall remain the property of Exactus up until such time as all monies due to Exactus have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Exactus shall be deemed to have granted Client a fully paid, non-exclusive license to use the Work Product solely for the Project. Subject to such license Exactus shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client’s behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold Exactus harmless from any claim, liability or cost (including reasonable attorneys’ fees and defense costs) arising therefrom. Client acknowledges that if Exactus provides Client with Work Product in an electronic or digital format (“Electronic Data”), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) Exactus and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials all Intellectual Property Rights therein, including, without limitation, proprietary software associated with CAD drawings. Exactus hereby grants Client and the Authorized Service Recipients a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, reproduce, distribute, transmit, modify any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Exactus.

5. Client Duties and Responsibilities.

(a) The Client warrants and represents that it has obtained or will obtain permission for Consultant, its employees, agents, and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Consultant to perform the Services. By either signing this Proposal or verbally authorizing Exactus to proceed, the Client warrants and represents that it has obtained such permission.

(b) The Client shall inform Consultant of any special criteria or requirements related to each Project and/or Consultant’s services related thereto, and shall, respond through email to any Consultant request to provide information, direction, approvals, authorizations, or decisions that are reasonably necessary for Consultant to perform Services in accordance with the requirements of this Proposal (together “RFIs”). Client understands and agrees that Client’s agreement to timely and properly submit all responses to RFIs is a material part of this Agreement, and that Client’s failure to respond to RFIs is a material breach of this Agreement and may result in delayed delivery of Deliverables. Client shall indemnify and hold harmless the Consultant from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses, incurred by Consultant and arising out of (i) Client’s breach of this Agreement or (ii) an action by Client or a third party with respect



to any matter not included in the Services or that is excluded from the responsibility of Consultant pursuant to this Agreement.

(c) Consolidate, coordinate, and provision Consultant with all review comments that may necessitate revisions to Deliverables, including, without limitation, Client review comments, third-party stakeholder comments, and comments from AHJ's over the applicable Project. Client shall provide such comments with the plan date and revision number clearly identified (if applicable). All comments made after a milestone delivery shall be addressed on the next milestone delivery. Client shall ensure that all such comments are made through redlines and markups on the PDF drawings provided to Client by Consultant (or through such other medium as Consultant may designate from time to time).

6. Payment Terms.

Exactus will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, or milestones, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Exactus within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Exactus shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Exactus on behalf of Client or any related Client entities, until all invoices are paid in full and Exactus has received a retainer in such amount as Exactus deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed per clauses below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Exactus' election above, Exactus shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Exactus.

b) If Client disputes any submitted invoice, Client shall give email notice to Exactus within thirty (30) days of the invoice date detailing the dispute. If no email notice of a dispute is provided to Exactus within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Exactus shall promptly negotiate in good faith to resolve any disputed portion of an invoice.



c) Site visits will be billed following the completion of the initial visit. Any additional site visits will be invoiced after they occur. All design work—including but not limited to structural, electrical, civil, and related disciplines—will be billed upon submission of the initial design set. Structural engineering services related to the feasibility report will be billed upon submission of that report. Revisions will be invoiced separately. For Issued for Construction (IFC) deliverables, billing will occur upon submission of the first review set—whether labeled Issued for Review (IFR), Issued for Permit (IFP), or otherwise—depending on the stage of the project. The naming of the set may vary, but the scope of the deliverable remains consistent.

7. Fees by Hourly Rate Schedule.

If Client requests Exactus to perform services not included in the Scope of Work or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Exactus for such services in accordance with the Hourly Rate Schedule in Table 1.

8. Exclusions from Services.

By way of illustration and not limitation, unless specifically included in the Services, Exactus has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity or AHJ; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility, or feature that is not clearly and entirely visible from the surface including within a roof or roof cavity; or (d) structural design (including, but not limited to structural remediation or reinforcement design of roofs, or of special roof structures).

9. Retainer and Other Payments.

Exactus reserves the right to require that Client make a payment to be held by Exactus as an advance against future billings (the “Retainer”). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Exactus should Client (or any affiliate of Client) fail to timely pay invoices due to Exactus. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Exactus. Upon the conclusion of this Agreement, or its earlier termination, Exactus shall (a) apply the Retainer to any unpaid amount owed Exactus by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Exactus by Client with respect to the Project or other projects.

10. Insurance.

Exactus and its employees are covered by commercial general liability and professional liability insurance policies. Upon request of Client, Exactus shall provide a certificate of insurance to



Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Exactus' liability to Client or any party claiming through Client be greater than the limits of such insurance. From time-to-time Exactus may, without notice to Client, amend the carriers, conditions, exclusions, deductibles, or limits of any such insurance, provided that prior to any decrease in any insurance limit becoming effective Exactus shall give notice thereof to Client.

11. Potential Liability of Exactus.

The following provisions shall operate with respect to any potential liability of Exactus arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission, or negligence in the services performed by Exactus that Client believes creates liability on the part of Exactus unless Client gave email notice to Exactus not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission, or negligence. Exactus shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Exactus and Exactus' officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Exactus' comparative degree of fault) that resulted from the error, omission or negligent act of Exactus in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Exactus and Exactus' officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Exactus' shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

12. Certificate of Merit.



In addition to the requirement of notice under section 11(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Exactus unless Client shall have first provided Exactus with written notice substantiating their claim. Such notice shall: (a) specify each and every act or omission which the Client contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; and (b) be provided to Exactus thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

13. Termination.

Either party may terminate the provision of further services by Exactus under this Agreement for convenience with thirty (30) calendar days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Exactus under this Agreement by giving ten (10) calendar days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Exactus shall make its best effort to complete any pending work through the notice period, should the Client not be in breach of this Agreement; (b) Client shall immediately pay Exactus for all services performed through the termination date; (c) Exactus shall have the right to withhold from Client the use or possession of Work Product prepared by Exactus for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (d) if the termination by Exactus resulted from a material breach by Client, Exactus shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Exactus in its name on behalf of Client.

14. Assignment.

This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Exactus may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Exactus may assign its right to receive payments under this Agreement.

15. Conflict Resolution and Applicable Law.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000) shall be settled by arbitration administered in Ontario by the International Centre for Dispute Resolution Canada (ICDR Canada) in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to



non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the provincial and federal courts located in Ontario shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of Ontario, Canada, without giving effect to conflicts of laws principles thereof.

16. Covenants Benefiting Third Parties.

Exactus and Client acknowledge that from time to time third parties may request Exactus to execute documents which benefit that third party. These documents may include certifications, consent of assignment, and/or waiver of certain of Exactus' rights under this Proposal ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Exactus' discretion, and, if Exactus decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Exactus, at Exactus' discretion.

17. Miscellaneous.

If any provision of this Agreement shall be held invalid, illegal, or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce this Agreement. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement.

18. Entire Agreement and Modification.

This Proposal contains the entire agreement of Consultant and Client in respect to the transactions contemplated hereby and supersedes any and all prior agreements, arrangements, and understanding among the parties relating to the subject matter hereof. From time to time Exactus may either in writing or by electronic mail submit a Change Order to Client and Client



shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Exactus subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

19. Notices.

Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in email format and shall be deemed to have been delivered: (a) on the day sent if delivered during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent after 5pm, or on a weekend. Electronic signature shall be accepted for this agreement, any change orders, or any other binding document.

20. Reimbursable Expenses.

Reimbursable expenses shall include actual expenditures made by Exactus in the interest of the Project and will be invoiced at the actual cost to Exactus plus twenty percent (25%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out-source delivery (i.e., DHL, FedEx) costs.
- Fees and expenses of special consultants as authorized by the Client.
- Reprographic, Courier, and Other Charges

21. Assumptions and other Conditions

- I. Any parking or additional site-specific costs will be billed as extras.
- II. A signed copy of this Proposal will be required prior to starting work on this Project.
- III. If a site survey is canceled after confirmation, a cancellation charge of \$1,000 per site will apply.
- IV. If any part of a site is not accessible by the field technician, and the technician has to wait for access, the technician's time will be billed additionally at the hourly rate per Table 1.
- V. This proposal is contingent on Exactus Energy being able to access all roof areas with an 10' ladder and standard working at heights training only, if applicable. Exactus Energy has not included for any specialized equipment necessary for us to access the existing structure (e.g. scissor lifts, boom trucks, scaffolding etc.) for measurements or work.



- VI. Exactus Energy reserves the right to postpone / cancel any project or site survey should the roof be deemed unsafe to access, or should weather conditions cause the Project site to become unsafe or dangerous in any way.
- VII. Exactus Energy has not included any costs associated with removal and reinstatement of architectural finishes that may be required to complete our review. The roof structure and electrical equipment may be concealed or difficult to access.
- VIII. Exactus to provide necessary drawings and engineered building structural load calculations for ballast/racking engineering (to be completed by others). Additional revisions or coordination required by racking manufacturer or ballast engineer to be billed as per standard billable rates (Table 1.)
- IX. Structure has been built in conformance with good construction practices, the building code in effect at the time of construction and is in sound condition. Exactus has not included the design of any structural reinforcing or remedial works which may be required.
- X. Exactus Energy has not included for any specialized testing that may be required to confirm existing material properties and construction materials used (e.g. steel testing company, hazardous materials, roofing consultants etc.). For existing structures, it is often advantageous to confirm the grade of steel or wood which may have been used in existing construction.
- XI. Electrical equipment surveys where included in the Scope of Work are limited to the exterior surfaces of any existing electrical equipment. Exactus will not open any energized or de-energized electrical equipment during its investigation unless the opening of the enclosure has been verified not to expose Exactus personnel to any exposed electrical parts “dead front assemblies”. The Client is responsible for verifying inter-equipment connection details. Should Client require inspection of the interiors of existing electrical equipment, Exactus will prepare a separate work order for this work.
- XII. Procurement of equipment and ensuring purchased materials are feasible/as specified is the responsibility of the client. Exactus can review and provide feedback of gear submittals for an additional cost.
- XIII. Locations for new equipment are approximate and shall be verified by the Client with on-site measurements prior to installation. The Client is responsible for ensuring that Equipment proposed in the Design is installed according to the manufacturer specifications and in accordance with all NEC requirements (minimum conduit/wire bend radii, equipment working space requirements, etc.)
- XIV. Detailed design of DAS system to be provided by others. Generic placement of DAS enclosure, sensors, and measurement devices such as CTs and VTs on project line diagram and site plan are included.
- XV. Utility/AHJ required protection and controls design and integration is not included within scope of work unless explicitly listed in the scope of work above (i.e. SCADA, Telemetry, remote trip, etc.)



- XVI. Structural engineering pricing assumes that the roof structure is either steel framed or a wooden truss. At the time of site visit if the roof structure is determined to be concrete (beams or slabs), the cost of Structural Engineering may be adjusted accordingly.
- XVII. This proposal in no way indicates Exactus's opinion or review of project viability from an interconnection standpoint. All design fees are due to Exactus regardless of project acceptance by Utility. Exactus will specify equipment for the project based on Utility's interconnection handbook and general industry practices. Exactus is not responsible for any additional equipment which the Utility may require the Customer to upgrade or install to meet its requirements for interconnection.
- XVIII. Client is responsible for providing all relevant equipment specifications and model information as inputs required for design and coordination.
- XIX. Exactus shall not be held liable for any equipment selected by the client.
- XX. The contractor shall read the equipment manual and installation instructions of all new equipment prior to the commencement of construction. Should the equipment manual and/or installation instructions contradict what is shown in this drawing set, the contractor shall present the issue to Exactus Energy prior to installation so it can be addressed and corrected.



The Corporation of the Town of Fort Frances By-Law 04-25 A

Being a By-Law to amend the Official
Plan 2024 - Shevlin Wood Yard.

WHEREAS the Corporation of the Town of Fort Frances is the registered and beneficial owner (the "Owner") of the property (the "Property") known as Shevlin Wood Yard, and legally described as; MCIRVINE LOT 22-24 RIV RGE; PLAN SM43 BLK A & B & SM129; LOT 15 RP 48R3445 PTS 1-3; PCL 15-2.

WHEREAS the Property's current land use designation is Future Development;

WHEREAS the Municipality deems it desirable to amend the Municipality's Official Plan 2024, as amended (the "Official Plan") to change land use designation of and for, and site specific to, the Property to Mixed Use in order to permit the future development of the proposed "Shevlin Green".

WHEREAS in accordance with Section 22(1) of the Planning Act, a Public Meeting was held on Friday June 19, 2026, to consider the Official Plan Amendment, with proper notice given to the public according to Ontario Regulation 543/06.

WHEREAS at its meeting held Monday June 22, 2026, Council approved the Report and recommendation of the Municipal Planner that the application be approved.

NOW THEREFORE the Council of the Corporation of the Town of Fort Frances **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 Future Development to Mixed Use, and that Schedule 'A-2' to the Official Plan (Land Use Settlement Area 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 93/25, 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 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.

ENACTED and **PASSED** this 22nd day of June, 2026.

Chelsea Greig, Municipal Clerk

Andrew Hallikas, Mayor



The Corporation of the Town of Fort Frances By-Law 93-25 A

Being a By-Law to amend Zoning By-Law 93-25 – Shevlin Wood Yard.

WHEREAS the Corporation of the Town of Fort Frances is the registered and beneficial owner (the “Owner”) of the property (the “Property”) known as Shevlin Wood Yard, and legally described as; MCIRVINE LOT 22-24 RIV RGE; PLAN SM43 BLK A & B & SM129; LOT 15 RP 48R3445 PTS 1-3; PCL 15-2.

AND WHEREAS the Property’s current zoning is Future Development (FD).

WHEREAS the Town deems it desirable to amend the Municipality’s Zoning By-law 93/25, as amended (the “Zoning By-law”) to rezone the Property from Future Development (FD) to a range of Mixed Use with Exception (MU[EX]), Mixed Use with Exception and Holding Symbol (MU[EX]-H), and Open Space (OS) based on the attached schedule, with a further site specific height exemption to Lot 1 to permit a maximum building height of 20m, and further permit enclosed outdoor storage in the front yard.

WHEREAS in accordance with Section 34(12) of the Planning Act, a Public Meeting was held on Friday June 19, 2026, to consider the subject Zoning By-Law Amendment, with adequate notice provided to the public in accordance with Ontario Regulation 545/06 and Section 34(14.1) of the Planning Act.

WHEREAS at its meeting held Monday June 22, 2026, Council approved the report of the Municipal Planner that the application be approved.

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

1. That the Town of Fort Frances Zoning By-Law 93/25 be amended to change the zoning of the Property known as Shevlin Wood Yard from Future Development (FD) to a range of Mixed Use with Exception (MU[EX]), Mixed Use with Exception and Holding Symbol (MU[EX]-H), and Open Space (OS), and that Schedule ‘A’ to the Zoning By-law (Zoning Map) and any other schedules (if any) to the Zoning By-law affected by such amendment shall be and are hereby deemed to be amended accordingly.
2. That site specific to Lot 1 of the Property, that a maximum building height of 20m be granted, and further permit enclosed outdoor storage in the front yard.
3. AND THAT this By-Law shall come into force and take effect upon the final passing thereof.

ENACTED and **PASSED** this 22nd day of June, 2026.

Chelsea Greig, Municipal Clerk

Andrew Hallikas, Mayor