



Regular Council Meeting
AGENDA
 June 8, 2026 5:00 PM
 Council Chambers, Civic Centre
 Session #: 94

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

Microsoft Teams [Need help?](#) [Join the meeting now](#)

Meeting ID: 269 333 808 280 | Passcode: Ww6Kk3Qk

Dial in by phone [+1 437-371-2618,,339661530#](#)Canada, Toronto

[Find a local number](#) | Phone conference ID: 339 661 530#

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

5. Presentations

6. Correspondence

5 - 20

6.1 COR: DRRSB Annual Report 2025



21 - 24

6.2 Fort Frances Public Library and Technology Centre - Annual Report

7. Council Reports on Board & Committee Activity:

25 - 29

7.1 Mayor Hallikas

7.2 Councillor Behan

7.3 Councillor Brunetta

7.4 Councillor Morrison

8. Consent Agenda

8.1 Approval of Consent Agenda

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

30 - 35

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

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

36 - 41 8.3 Boards and Committees Meeting Minutes

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

42 - 59 8.4 Financial Statements for the period ending April 30, 2026 for the General Fund and Water and Sewer Fund

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.

9. Administration and Finance Division Reports

60 - 72 9.1 Contract Renewal for Fire Department Dispatching Services

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.

73 - 104 9.2 Procurement Policy Update

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.

10. Community Services Division Reports

11. Planning and Development Division Reports

105 - 109 11.1 Report on snake species allowance.

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

12. Operations and Facilities Division Reports

110 - 111 12.1 Award of RFP 2026-OF-08 - MSC Solar Design

Recommendation: 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.

112 - 114 12.2 Unbudgeted Capital request for the installation of utility mains to Shevlin Yard

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.

115 - 116 12.3 Secondary award of RFP 2025-OF-15 - Covered Rink Structure - East End Rink



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

13. By-Laws:

117 - 178 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

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

14. Notice of Motion / Motion to Reconsider

14.1 Notice of Motion - Councillor Brunetta

15. Closed Session:

None.

16. Report out from Closed Session:

None.

17. Confirmatory By-Law

179 17.1 By-Law 42-26: Confirmatory By-Law

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.

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.



2025 ANNUAL REPORT



**DISTRICT OF RAINY RIVER
SERVICES BOARD**

Message from the Chief Administrative Officer

I am proud to share a year defined by planning, partnerships and progress at the District of Rainy River Services Board (DRRSB).

2025 marked the first year of implementing our 2025–2030 Strategic Plan. Administration’s focus was on turning the Board’s vision into action by strengthening the foundation needed to continue to deliver essential services and respond to growing and changing pressures across the district.

Over the year through housing and homelessness prevention, children’s services, Ontario Works and our paramedicine programs, we supported individuals and families at different stages of life while helping municipalities manage complex social, health, and economic challenges. In a rural and remote district like ours, services must be practical, connected, and responsive to local realities. In 2025, we took meaningful steps to strengthen that approach.

We invested in our workforce through development and workplace well-being initiatives recognizing that strong services depend on skilled and supported employees.

By using local data, service experience, and strong partnerships, the DRRSB contributed to efforts addressing unmet housing needs, workforce pressures, rural service delivery, and health system integration.

Across programs, we worked to strengthen communities through more coordinated, person-centred services. Highlights included the opening of a six-bed transitional housing program, and ongoing stabilization of our paramedic services.

At the same time, we focused on growing sustainably. Building condition audits and asset planning resources improved our ability to make informed capital and maintenance decisions. We advanced housing and redevelopment discussions with municipalities, Indigenous partners, and sector organizations, moving from early concepts toward clearer planning and feasibility.

While much of 2025 focused on strengthening our foundations, the progress made is already shaping how we deliver services, plan for the future, and expand our collaborative work with partners across the district.

I would like to thank the Board of Directors for their leadership, our municipal and community partners for their collaboration, and most importantly, the dedicated DRRSB staff who serve this district every day with professionalism, compassion, and resilience.

**Charene Gillies,
Chief Administrative Officer**



Land Acknowledgement

We acknowledge that the land we work on is the traditional territory of the Anishinaabe and Métis peoples, covered by Treaty 3, and that this land is now home to many diverse First Nations, Inuit, and Métis communities. We also recognize the presence and contributions of urban Indigenous communities within our district. In recognition of this, we commit to building partnerships that respect Indigenous knowledge, cultures, and ways of being, and to fostering an inclusive environment that supports shared growth, learning, and community well-being.

Board of Directors

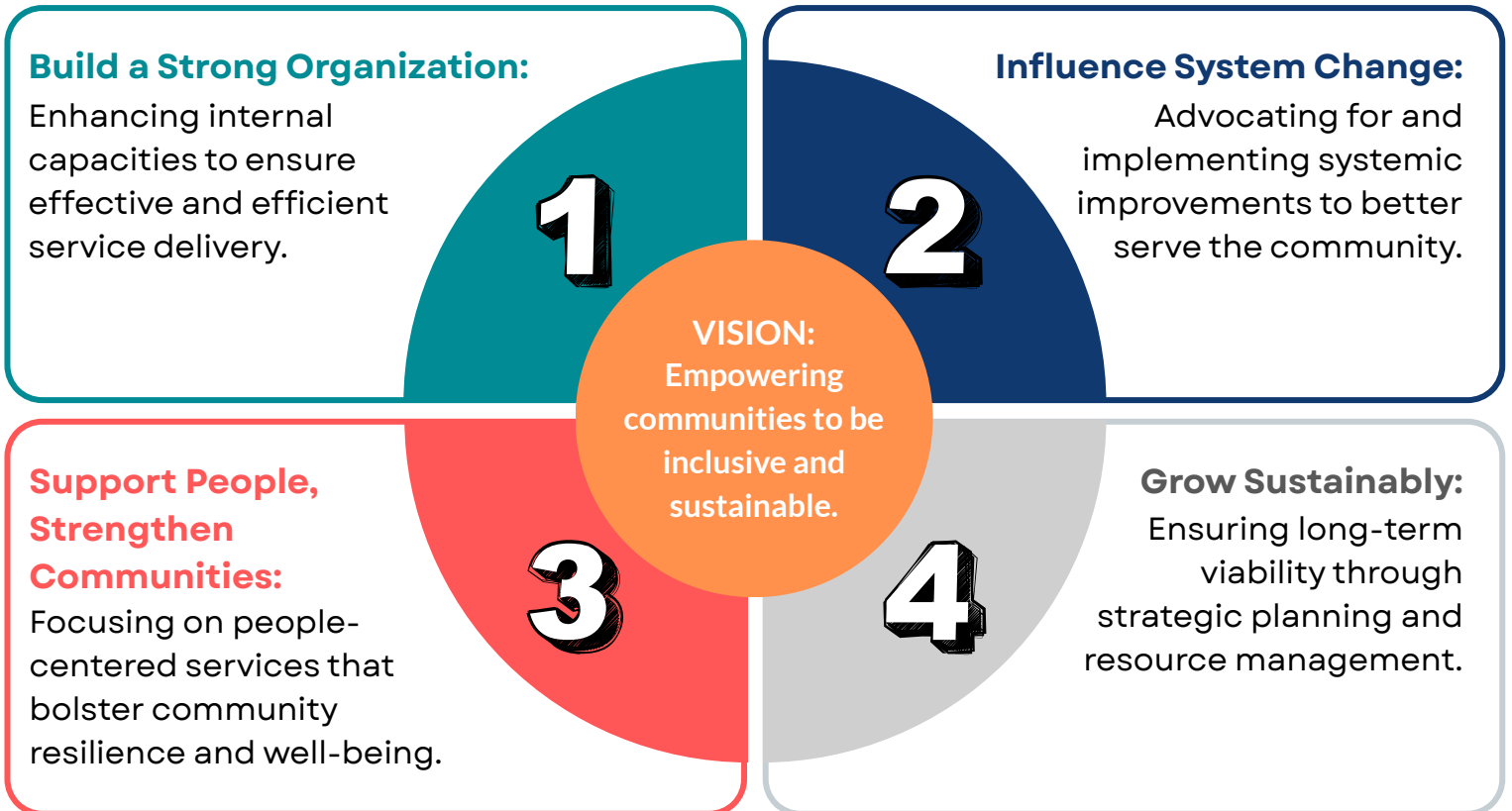


The Board is made up of 13 members including ten municipal members who must be elected members of Council and appointed by their respective Councils. Three members represent the unincorporated area (which is often referred to as "Territory Without Municipal Organization" or TWOMO).

Strategic Goals

Mission

To deliver quality services with accountability and respect to meet the needs of the district.



The District of Rainy River Services Board's (DRRSB) Strategic Plan, titled Compassion. Collaboration. Innovation. A Vision for 2025–2030, outlines four strategic goals as noted above.

Throughout this Annual Report, each program area—Ontario Works, Children's Services, Community Housing, Homelessness Prevention, Paramedic Services, Finance, and Human Resources—illustrates how our work aligns with DRRSB's strategic goals. We continue to build a strong organization and resilient communities by supporting our staff, delivering person-centred services, and adapting to the changing needs of residents. At the same time, we are laying the groundwork for systemic change and sustainable growth through innovation, collaboration, and long-term planning. These efforts reflect our ongoing commitment to fostering inclusive, sustainable communities across the Rainy River District.

Paramedic Services

Chief's Message

In 2025, Rainy River District Paramedic Services continued to respond to increasing demand across the region, with call volumes rising by 10.7% over the previous year. This increase reflects broader system pressures and ongoing challenges in access to care across our communities.

Despite these pressures, our teams maintained strong performance, delivering timely, high-quality care while adapting to evolving operational demands. Whether responding to high-acuity emergencies or supporting patients through Community Paramedicine, our staff demonstrated professionalism, resilience, and a continued commitment to those we serve.

This work directly supports **Strategic Goal 1: Build a Strong Organization**, by highlighting the strength of our workforce, the adaptability of our service, and our ongoing commitment to meeting community needs effectively. I am proud of the work being done across the service. Our people remain our greatest strength, and their dedication ensures we continue to serve our communities each and every day.

Emergency Response Operations

In 2025, paramedics continued to operate within an increasingly demanding environment, responding to rising call volumes and ongoing system pressures across the region.

Despite these challenges, the service maintained strong operational performance through continuous monitoring of deployment, risk, and system demand. Adjustments to coverage and resource allocation were made in real time to ensure the best possible response capability across the district.

Paramedics consistently demonstrated resilience, professionalism, and a strong commitment to patient care; delivering timely, high-quality service across both urban and rural communities.

While pressures related to staffing, call volume, and system flow remain, the service continues to adapt and evolve to meet the needs of the communities it serves.

TURNOUT TIME PERFORMANCE



Average Turnout Time
(Red/Purple)

Standard: 2:00 | **+44 sec faster**

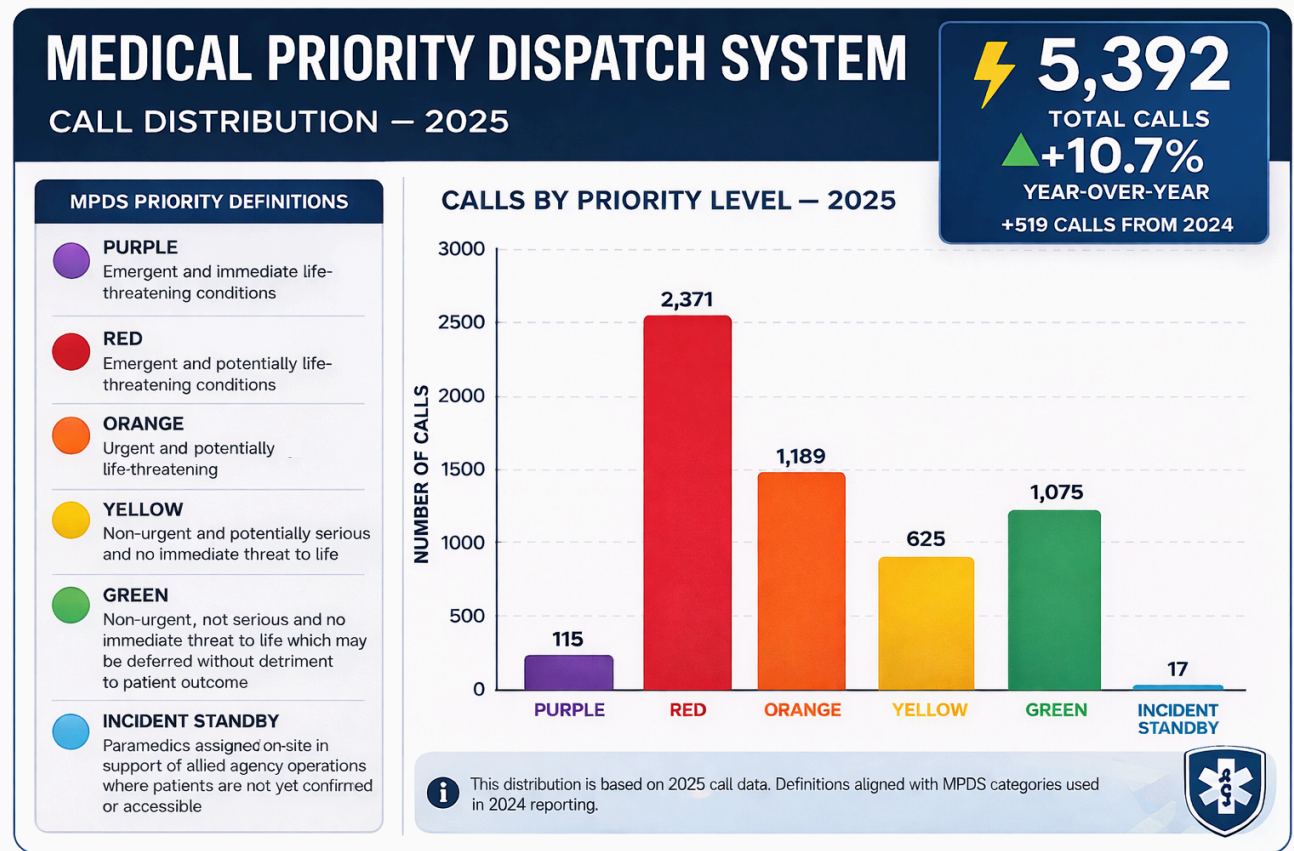
RAINY RIVER DISTRICT PARAMEDIC SERVICE - 2025

SYSTEM IN MOTION



323,464 KM
TRAVELED IN 2025

EQUAL TO DRIVING AROUND THE EARTH



Community Presence

Throughout 2025, paramedics remained a visible and trusted presence across the Rainy River District, supporting community events including school visits, seniors’ initiatives, public safety events, and local gatherings.

Despite ongoing system pressures, staff continued to contribute beyond their core emergency response role; promoting health and safety, strengthening relationships and building trust within the communities they serve.

This ongoing presence reflects a commitment to community connection, reinforcing the role of paramedics not only as emergency responders, but as engaged and supportive members of the district.



The Teddy Bear Picnic and the Emo Fair were just some of the community events that paramedics attended.



Paramedic Services

Community Paramedicine

In 2025, Community Paramedicine continued to address critical gaps in access to care across the Rainy River District, particularly for residents without a primary care provider. With thousands of residents facing barriers to traditional healthcare access, the program delivered targeted, patient-centred services including in-home assessments, wellness clinics, wound care, remote care, and outreach to vulnerable populations.

These efforts directly support **Strategic Goal 3, Supporting People, Strengthening Communities**, by helping individuals with complex needs access appropriate care, reducing reliance on 911 services and avoidable emergency department visits, and improving overall connection to community-based supports.

At the same time, Community Paramedics strengthened partnerships across the healthcare system, improving continuity of care and helping patients navigate available services. Community Paramedicine remains a key component of sustainable healthcare delivery in the district, supporting prevention, early intervention, and improved health outcomes.



378

CLIENTS
SUPPORTED



1,400+

HOME VISITS
COMPLETED



164

WELLNESS CLINICS
DELIVERED



68%

REDUCTION IN REPEAT
911 UTILIZATION
(ENROLLED PATIENTS)

Looking Ahead

As we move forward, demand for paramedic services is expected to remain high, with continued pressures across the broader healthcare system. Rainy River District Paramedic Services will continue to adapt to this evolving environment by strengthening operational performance and enhancing integration with healthcare and community partners, including the Rainy River District Ontario Health Team partners. Our focus remains on delivering the right care, at the right time, while continuing to support both emergency response and proactive, community-based care across the region.

Rainy River District Paramedic Services remains committed to providing timely, compassionate, and high-quality care across the region. Through ongoing adaptation, strong partnerships, and a dedicated workforce, we will continue to meet the needs of our communities, today and into the future.

Children's Services

Growing Our Child Care Workforce

Access to child care depends on having qualified educators in place, and like many child care operators, DRRSB continues to face challenges with recruitment. When positions remain unfilled, child care spaces cannot open, leading to longer wait times for families.

In 2025, our team responded with a community-based recruitment effort. Staff participated in seven career fairs and community events across the district, promoting the early childhood education profession and sharing education and career pathways with potential candidates.

We also launched a Heart and Purpose Campaign to celebrate DRRSB educators, highlighting their meaningful impact on children, families, and communities while emphasizing the vital role of Early Childhood Educators in shaping strong foundations for lifelong learning.

These efforts led to positive results. By December 2025, staffing had increased by more than 16 per cent from the beginning of the year. While additional educators are still needed to fully staff all centres, this growth allowed more child care spaces to open and helped improve access for families.

This work supports **Strategic Goal 1: Build a Strong Organization** and reinforces our ongoing commitment to recruitment and retention so that more families can access the child care they need.



Staff attended seven career fairs and community events in 2025 to promote early childhood education as a profession.



An example of one of the Heart & Purpose Campaign posts highlighting DRRSB educators.

9
staff enrolled in the Child Development Practitioner apprenticeship program

5
staff successfully completed an Early Childhood Education (ECE) diploma program and achieved registration with the College of ECE's

Children's Services

Planning for the Future of Child Care and Early Years

Child care and early years services play an important role in the well-being of children, families, and communities. In 2025, DRRSB finalized its *2026-2030 Child Care and Early Years Service System Plan*, setting a clear, community-driven direction for the future of these services across Rainy River District.

The Plan builds on local strengths, including quality programming, collaborative service delivery, and dedicated professionals, while responding to ongoing challenges such as workforce shortages, growing demand for child care, and the realities of serving families across a large rural and remote district.

More than 300 parents, caregivers, educators, local leaders, and employers helped shape the Plan. Their input informed five priorities that will guide this work over the next five years: improving access, investing in educators and support staff, strengthening inclusion, maintaining quality and consistency, and growing community partnerships.

This work supports **Strategic Goal 2: Influencing System Change** by providing a clear roadmap to strengthen service planning, support the workforce, and ensure the child care and early years system is well positioned to meet the needs of families across the district.



Child Care and Early Years Service System Plan 2026-2030

District of Rainy River Services Board



Find the Child Care and Early Years Service System Plan here!



583
children served in licensed child care programs in the district

597
children aged 0-6 took part in EarlyON programs



3,944
visits made by parents and caregivers to EarlyON Centres

Community Housing

In 2025, the Infrastructure Department achieved stronger staffing levels, enabling more consistent service across the housing units, administrative offices, paramedic stations, and children's services sites we serve. With a continued focus on communication, automation, and coordination, the team worked to improve efficiency and responsiveness in alignment with **Strategic Goal 3: Support People, Strengthen Communities**.

Aging facilities with increasingly complex repair needs remained a challenge in 2025. In response, the team strengthened preventive maintenance processes and continued to take a more proactive approach to asset upkeep, supporting **Strategic Goal 4: Grow Sustainably**. Annual inspections were completed at 329 housing units to identify repair needs, resulting in the creation of 149 work orders. Moving forward, the team will continue to prioritize improved communication, faster response times, and fewer repeat service calls.



49
unit turnovers
in 2025



5,808
hours of unit
turnover time



2,291
work orders
completed

Throughout the year, the Infrastructure Department also coordinated a number of repair and maintenance projects with contractors and consultants across the district, including:

- Cabinet replacement in the Riverview Manor common room
- Garden fence installation at Green Manor
- Concrete pad replacement at Green Manor
- Shingle and eavestrough replacement at Queen Street Manor
- Common room air conditioner replacement at Queen Street Manor
- Retaining wall and garage slab replacement at Queen Street Manor
- Driveway resurfacing at four Atikokan family units
- Exterior siding replacement at four Atikokan family units
- HRV replacement at Lady Frances Place
- HRV replacement at three FFMNP units
- Landscaping work at Faith NP Housing
- Shingle replacement and metal roof repairs at 450 Scott Street
- Landscaping work at 450 Scott Street
- Ambulance bay floor repairs at the Fort Frances Paramedic Station
- Parking lot paving and drainage improvements at the Rainy River Paramedic Station

Community Housing

Tenant Feedback Informing Housing Services Across the District

In 2025, the District of Rainy River Services Board conducted a district-wide tenant survey to understand how housing services are being experienced across Fort Frances, Atikokan, Emo, and Rainy River. Feedback focused on key areas including safety, maintenance, and communication.

Across the district, results show strong satisfaction with housing services. Average ratings in these areas scored above 4 out of 5, and most tenants reported feeling safe and supported in their homes. This consistency across communities points to stable housing environments and reliable service delivery throughout the district.

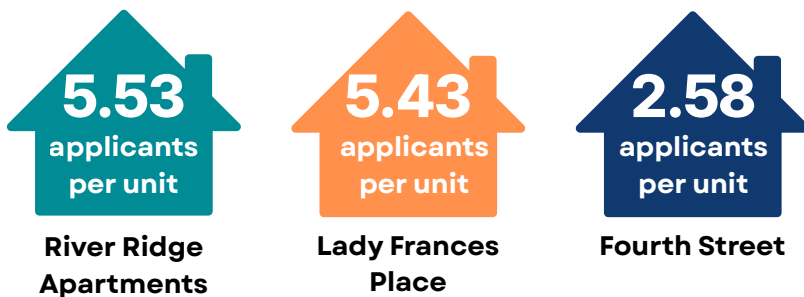


Tenants described their buildings as quiet, affordable, and comfortable. Feedback highlighted respectful communication and positive interactions with staff, along with maintenance teams that are approachable and responsive. These are the day-to-day elements that shape how housing is experienced and maintained across all communities.

Tenants also identified opportunities to strengthen services further, including clearer updates and continued responsiveness to maintenance requests. This feedback provides clear, practical direction for ongoing improvements across the district.

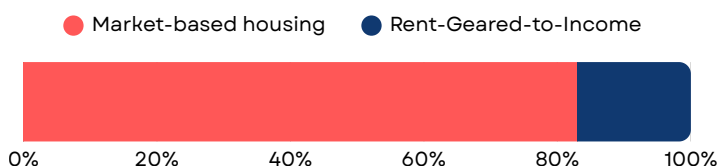
This work aligns with **Strategic Goal 3: Supporting People, Strengthening Communities**. By listening to tenants across all communities and using that input to guide decisions, housing services continue to evolve in a way that is consistent, responsive, and grounded in real experience.

Waitlist Pressure



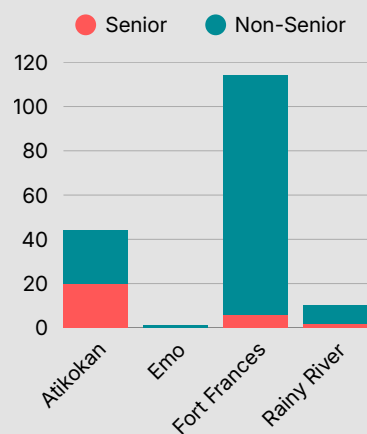
For Fourth Street, the waitlist indicates strong demand for family-sized units.

Housing Demand



Waitlist Numbers by Municipality

28 total seniors on waitlist | **141** total non-seniors on waitlist



Homelessness Prevention

HOPE Centre: Responding to Homelessness Across the District

The HOPE Centre offers two key programs that respond to homelessness across the Rainy River District: the Warming Centre and Transitional Housing. Together, these programs provide immediate support and a pathway toward longer-term housing stability.

In 2025, the Warming Centre provided a safe, warm place for individuals during the coldest nights of the year, supporting 106 individuals over 1,825 visits and operating for 181 nights, including 30 nights below -20°C. As one warming centre guest shared, *“It gave me somewhere safe to go when I had nowhere else.”*

“It gave me somewhere safe to go when I had nowhere else.”

Transitional Housing remained at capacity throughout the year, supporting 20 individuals, all of whom entered from homelessness. With an average stay of 72 days and an active waitlist, the program continues to support individuals as they work toward stability. During this period, two individuals successfully transitioned from Transitional Housing into permanent housing, showing how the program supports movement into housing. As one resident shared, *“It gave me a chance to work on myself, get some support, and start making changes.”*

As district programs, these services reduce pressure on emergency services, improve system flow, and support a coordinated, community-based response to homelessness. This work aligns with **Strategic Goal 3: Supporting People, Strengthening Communities** by providing responsive, person-centred pathways from homelessness to housing stability.

By-Name List Supporting Housing Outcomes Across the District

The By-Name List provides a real-time, district-wide view of homelessness and helps coordinate support across agencies. As of December 2025, 40 individuals have been successfully housed through this approach, reflecting measurable progress in connecting people to stable housing.

This work supports **Strategic Goal 3: Supporting People, Strengthening Communities**. By using shared data to guide decisions and coordinate services, efforts are more targeted, responsive, and focused on achieving housing outcomes across the district. This approach also strengthens collaboration between partners, helping ensure individuals receive the right support at the right time.

Homelessness Prevention

Homelessness Prevention Program (HPP)

The Homelessness Prevention Program (HPP) provides direct financial support to individuals and families at risk of losing their housing or needing assistance to secure it. Funded through provincial dollars, this program allows for flexible and timely responses to housing instability across the Rainy River District.

In 2025/2026, 39 households have accessed HPP supports through the District of Rainy River Services Board, reflecting those who applied directly to DRRSB. The majority received start-up funding (29 households), with additional supports provided for rent and utility arrears (8 households) and emergency shelter (2 households).

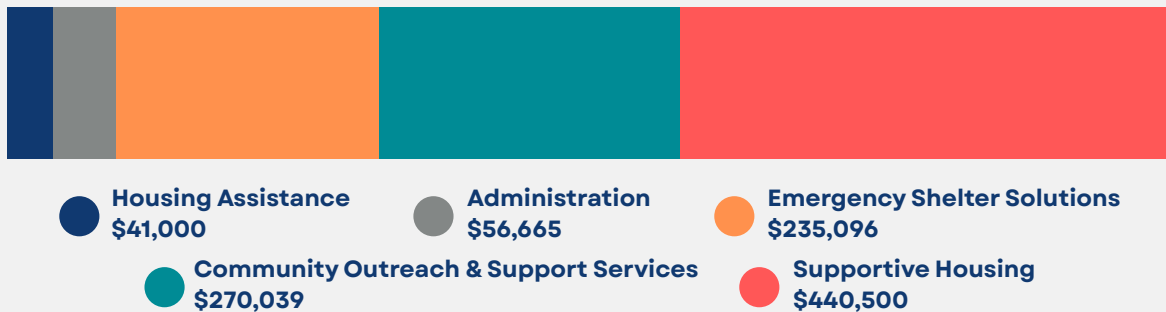
HPP supports individuals and families navigating financial pressures, housing transitions, and risk of eviction. As one individual shared, *“Without this support, I wouldn’t have been able to keep the power on in my house.”*

This work aligns with **Strategic Goal 3: Supporting People, Strengthening Communities** by providing responsive, person-centred assistance that helps individuals remain housed within their communities.

HPP is one component of a broader investment in housing and homelessness supports across the district. Provincial and federal funding allows the District of Rainy River Services Board to respond to a range of needs, from prevention to emergency response and longer-term housing solutions.

THE HOMELESSNESS PREVENTION PROGRAM (HPP)

DRRSB RECEIVED A TOTAL OF \$1,133,300 FOR 2025/26



Ontario Priorities Housing Initiative (OPHI)

\$76,400

Two (2) Private Homes were repaired within the Rainy River District



Canada-Ontario Community Housing Initiative (COCHI)

\$346,500

COCHI was used to provide supplement and capital funding to some non-profit and DRRSB owned buildings



Canadian Ontario Housing Benefit (COHB)

\$47,000

COHB is a federal/provincial housing allowance program. DRRSB was able to help 10 households in our District in 2025

Ontario Works

A New Approach to Employment Support

In 2025, Ontario completed the final phase of its transition to Integrated Employment Services, bringing social assistance employment support and Employment Ontario services together in a more streamlined system.

Locally, this new approach began in March 2025. Employment services for Ontario Works clients are now delivered through Northern Community Development Services (NCDS) and the Atikokan Employment Centre, where clients can access individualized action plans, training support, and help with job searching. This change has helped connect clients with more specialized and coordinated employment support.

With employment support now delivered through dedicated service providers, our team has been able to focus more time on helping individuals with complex barriers and those who are not yet ready for employment, while continuing to provide responsive, person-centred service.

This work supports DRRSB **Strategic Goal 2: Influencing System Change**, by helping ensure people receive the right support at the right time.

AVERAGE
MONTHLY
ONTARIO WORKS
CASELOAD

252

Human Resources

In 2025, building a strong organization required both intention and adaptability from Human Resources. Amid sustained labour market pressures, HR partnered with leadership to take a proactive approach to organizational alignment, using natural transitions to strengthen structure rather than maintain the status quo. Realignments within Management and Finance clarified roles, strengthened accountability, and enhanced internal controls, positioning the organization not only for stability, but for the future.

Continued investments in learning and development, including Indigenous Cultural Safety, and compliance reinforced a workplace culture grounded in respect, inclusion, and professionalism.

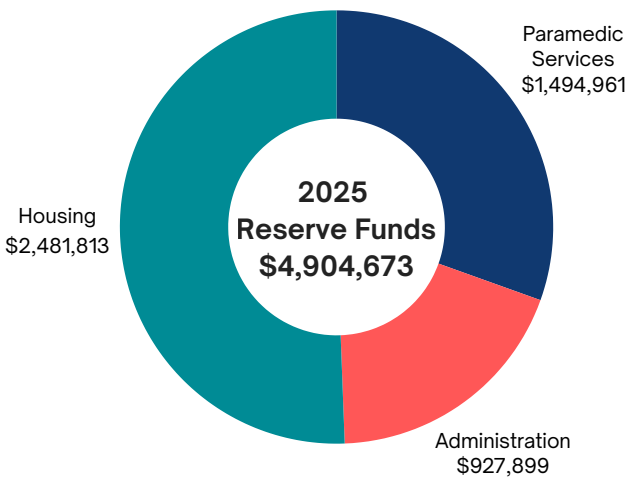
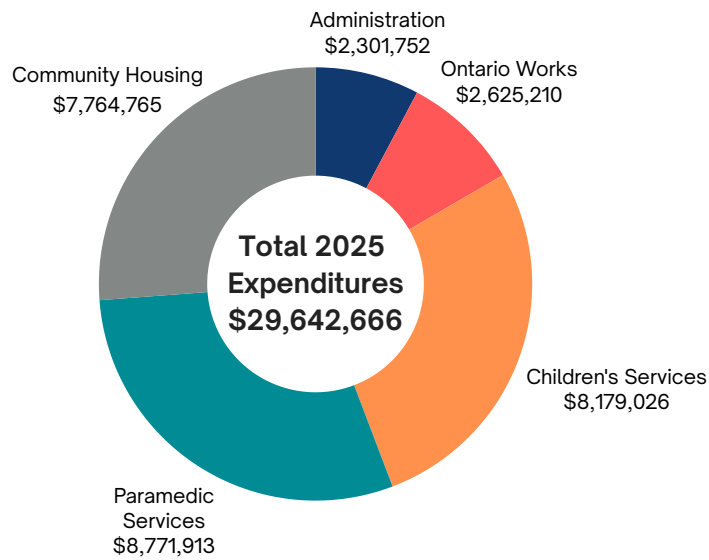
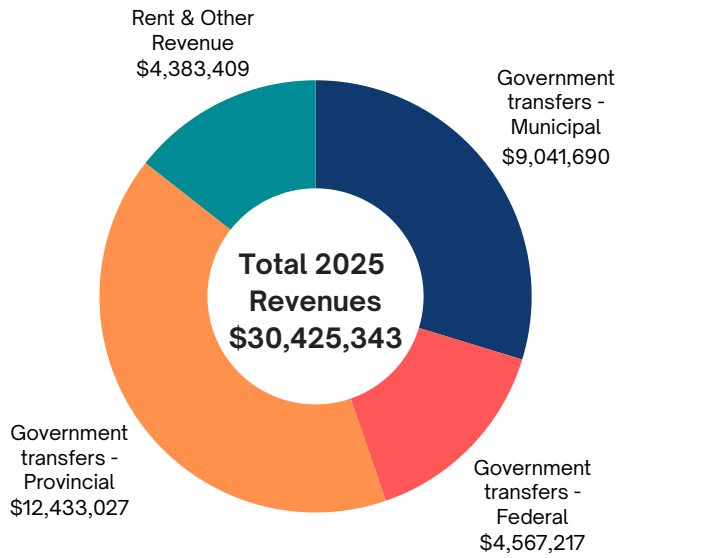
This work unfolded alongside ongoing recruitment and retention challenges in critical service areas. Targeted incentives, modernized recruitment approaches, and expanded workforce development efforts helped attract and retain talent. Supported by policy improvements, advocacy, and a focus on employee engagement, these actions reflect a commitment to immediate operational needs and long-term sustainability. Working collaboratively, HR continues to support the organization through change while shaping a stronger, more resilient workforce capable of delivering high-quality services.

Total
DRRSB Staff

199

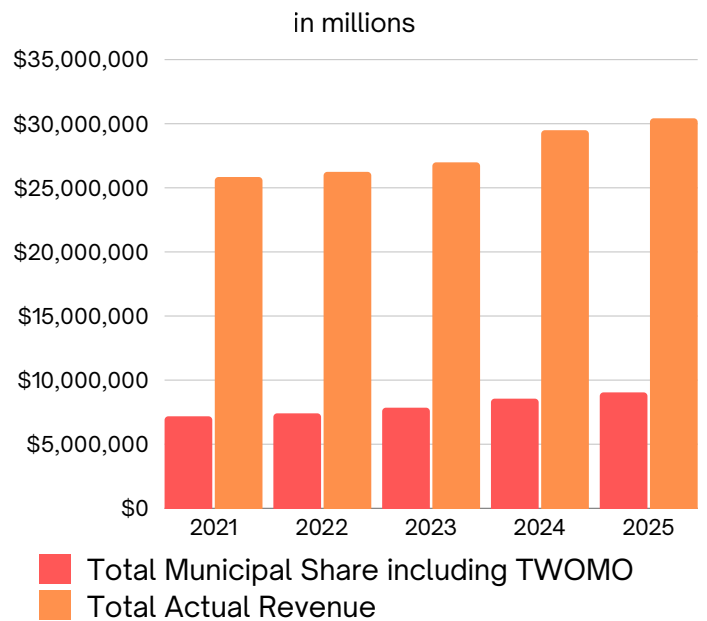
as of December 31, 2025

Finance



Balance Sheet		
	2025	2024
Cash and Cash Equivalents	\$22,420,584	\$14,095,516
Portfolio Investments	\$ -	\$ -
Accounts Receivable	\$5,008,587	\$4,263,158
Total Financial Assets	\$27,429,171	\$18,358,674
Accounts Payable and Accrued Liabilities	\$17,504,788	\$10,834,788
Deferred Revenue	\$2,931,510	\$900,287
Post-Retirement Benefits Liability	\$1,248,700	\$1,225,700
Asset Retirement Obligations	\$2,638,350	\$2,527,155
Total Liabilities	\$24,323,348	\$15,487,930
Net Financial Assets	\$3,105,823	\$2,870,744
Non-Financial Assets	\$23,098,437	\$22,550,839
Accumulated Surplus	\$26,204,260	\$25,421,583

MUNICIPAL AND TWOMO LEVY VS TOTAL REVENUES BY YEAR



Thanks to the DRRSB team for their contributions to this report.

Connect with us!



807-274-5349



connect@rrdssab.ca



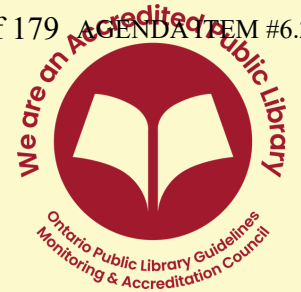
www.rrdssab.ca



Please email connect@rrdssab.ca to request this report in an accessible format.



FORT
FRANCES
PUBLIC LIBRARY
TECHNOLOGY CENTRE



2025 ANNUAL REPORT



“Inspiring Endless Opportunities”

A Message from the Board Chair & CEO

Public libraries are among the most valued and trusted institutions in our communities. They are places where people of all ages can learn, connect, discover and grow. Beyond books, libraries provide access to technology, educational and recreational programs, community gathering spaces and essential resources that support lifelong learning and civic engagement.

Every day, our library serves members of our community at every stage of life – fostering early literacy, supporting students with resources, guiding job seekers, promoting lifelong learning for adults and seniors, and providing space for meaningful social connection for all. Libraries help bridge gaps in access, ensuring that everyone in our community – regardless of age, income, or background – has the opportunity to succeed.

As community needs continue to evolve, so too must the services we provide. Adequate and sustainable funding is essential to maintaining current programs, expanding services, updating technology, preserving collections, and ensuring welcoming spaces for all users. Investment in public libraries is an investment in education, economic development, social inclusion and community well-being.

On behalf of the Fort Frances Public Library Technology Centre, we would like to thank our municipal leaders, dedicated staff, Board members, community partners, volunteers and patrons for their ongoing support. Together we can ensure that our library remains a vibrant and essential community hub for generations to come.



Nadine Cousineau
CEO



Sheri De Gagné,
Board Chair

2025 Library Board Members

Mike Behan, Council Rep
 Sheri De Gagné, Chair
 Robin Dennis, Vice-Chair
 Hue Eldridge
 Tanis Fretter
 Mayor Andrew Hallikas
 Ken Kellar
 Bill Morrison Jr., Council Rep

2025 Library Staff

Holly Angus
 Joelle Barron
 Richard Bee
 Nadine Cousineau
 Alina Eldridge
 Colette Fafard
 Layne Gibson
 Harper Gunderson
 Duane Hicks
 Debbie Howson
 Samantha Manty
 Shannon McFarland
 Chantel McLeod
 Evan Miller
 Khloe Morrison
 Sheri Payne
 Carolyn Stang

We extend a heartfelt thank you to everyone who generously donated to FFPLTC in 2025. Your support enables us to better serve our community!

2025 Revenue & Expenses

Revenue

Library Generated	\$38,255
Donations	\$24,561
Grants	\$24,943
Municipality	\$613,256

TOTAL REVENUE **\$701,015**

Expenses

Salaries, Wages, Benefits	\$414,127
Contracted Services	\$19,678
Buildings & Yards	\$99,637
Library Services	\$69,801
Materials	\$6,184
Rents & Services	\$22,499
Financial Services	\$619

TOTAL EXPENSES **\$632,545**

2025 Highlights

2025 was another busy year for FFPLTC.

We continued to offer our most popular recurring programs, including Story Time, LEGO Club, Pokémon Club, STEM Saturdays, Fireside Yarn Club, yoga classes, book club meetings, orchestra concerts and movie screenings. We were proud to once again host the Teddy Bear Picnic and Trunk-or-Treat – two beloved community events which bring hundreds together for fun and celebration. We introduced several new programs, including Art-as-Therapy Open Studio, a Welcoming Week Community BBQ, a custom jewelry pop-up workshop, a monarch butterfly release project, and a puzzle swap table that quickly became a community favourite. We hosted our first visit from the CNIB Thunder Bay Mobile Hub and we were overjoyed to see the return of Baby Time after a long hiatus.


The year also marked a period of transition and growth for our staff. We welcomed Nadine Cousineau as Chief Executive Officer, Joelle Barron as Adult Services Coordinator and Alina Eldridge as Child and Youth Services Coordinator. Our dedicated and enthusiastic staff truly make a positive impact on our community through library service.


A significant accomplishment of 2025 was FFPLTC’s successful re-accreditation under the Ontario Public Library Guidelines. This accreditation demonstrates our ongoing commitment to providing high-quality library services that meet established provincial standards and best practices.


Looking ahead, FFPLTC is committed to building on this momentum and continuing to serve our community as an essential and vibrant community hub.





Library Statistics


 **2,248** Active Library Cardholders


 **387** Programs
7,429 Participants

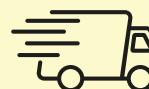
 **6,571** Computer Sessions

 **40,491** Items Circulated

 **244** Inter-Library Loan Requests

 **718** Study Room Bookings

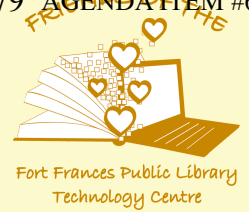
 **20,163** Digital Items Circulated

 **121** Home Deliveries

Friends of the Library

FFPLTC would not be the special place that it is today without the generous and ongoing support of the Friends of the Library. This dedicated group of volunteers plays a vital role in advocating for the library, fundraising, and supporting programs and events throughout the year.

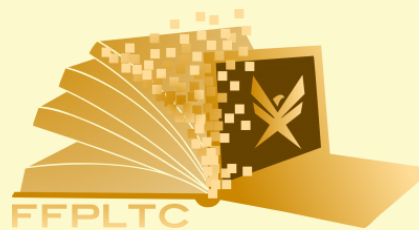
In 2025, the Friends were as busy as ever! They organized the annual Book Sale, volunteered their time at programs and events, and launched their first ever Hidden Bid Auction. Through their fundraising efforts the Friends contributed financial support toward programming costs and enhanced our Children's Department by purchasing a new play structure and area rug for the Toddler Room. Their continued dedication helps to enrich the public library experience for patrons of all ages - we love our Friends!



Community Partners

FFPLTC was pleased to collaborate with the following community organizations in delivering programs and events in 2025: Alzheimer's Society of Kenora/Rainy River, Borderland Pride, CNIB Thunder Bay, EarlyOn Fort Frances, Kiwanis Club Fort Frances, Lakers Junior 'A' Hockey, Northwestern Health Unit, Northwestern Ontario Metis Child and Family Services, Rainy Lake Community Orchestra, Rainy River District Community Policing Committee, Rainy River District Paramedic Services, Rainy River District Stewardship, Science North, Seven Generations Institute - Waking Up Ojibwe, Thunder Pride and Tour De Fort

601 Reid Ave
Fort Frances, ON
P9A 0A2



Phone: 807-274-9879
ffpltc@gmail.com
ffpltc.ca

If you have any questions about our annual report, please contact:

Nadine Cousineau
Chief Executive Officer
ncousineau@ffpltc.ca

June Council Meeting

May 21st – DSSAB Building Subcommittee Meeting

The Rainy River District Services Board Building Subcommittee met to discuss housing options for the land attached to St Michaels School. We met in the DSSAB board room after the monthly board meeting. Preliminary analysis of a possible development was presented along with some preliminary costing and financial analysis. Much more work needs to be done prior to the committee making any recommendation to the Board. Some information was presented to the Board at the board meeting, but more detail was provided in the committee meeting.

May 21st – FFPL Board Meeting

I will leave to Councillor Morrison and Deputy Mayor Behan to report on the library Board meeting. I do want to congratulate the Library CEO on an exemplary performance review.

May 22nd – “Rockin” for a Reason

I was contacted by the La Verendrye General Hospital Ladies Auxiliary to take part in “Rocking for a Reason” at the annual trade show. Initially this was to be a “rock off” among the mayors of Rainy River, Emo, and Fort Frances. However, the Mayor of Emo was not available. I spent an enjoyable hour rocking in an extremely comfortable chair and having a pleasant conversation with the Mayor of Rainy River. It was all the more comfortable since I just finished my shift of standing on concrete in the Fort Frances Power Corporation booth. See below. I raised just under a thousand dollars for the hospital. Many thanks go to all of the generous people who sponsored me.

May 22nd – Trade Show

The Fort Frances Power Corporation had a booth in the trade show. The booth was peopled by FFPC employees and board members. I volunteered to take two shifts. My first shift was Friday from four to six pm, right before my rocking chair shift for the hospital. The booth was remarkably busy; we offered a number of freebees and had three good prizes on display. Those

stopping by the booth could put their names into a draw for the prizes. The booth had FFPC equipment on display, as well as a number of brochures on the operation. Many people stopped by to chat.

May 23rd – Trade Show

My second shift for the FFPC in their trade booth was Saturday from two to four pm. Another busy day. This was also the “take down” shift. At the end of the shift, we dismantled the booth and loaded all of the materials into a FFPC vehicle. I enjoyed both my shifts and visiting with those who dropped by the booth.

May 25th – Phone Call with Chief Bruyere

Chief Bruyere and I spoke about solar farms in the district and also about the treaty three resolution and the RRDMA resolution regarding mining in Minnesota near the headwaters of the Boundary Water system.

May 26th – Confederation College Visit

Confederation College invited me to speak at their graduation as they do every year. As part of this invitation, I was requested to write a congratulatory letter to the graduates from the Council and Town of Fort Frances, which will be included in their graduation package. I did so and along with the letters, I included a Fort Frances pin for each graduate. I delivered the letters and pins to the College and presented them to the campus manager. I took the opportunity to have a brief meeting with the manager and to discuss the contribution of the college to the Town and the recent report to community that the College president delivered.

May 26th – Meeting with the Calder Family

Representatives of the Calder family met with me to discuss the Calder memorial at the Point Park. We had a good discussion, especially about some of the community’s history.

May 27th – Lunch with the Editor and GM of the Fort Frances Times

The General Manager and Editor of the Fort Frances Times along with the Town CAO and I, had a lunch meeting to discuss various issues of mutual interest. Prior to this the GM and I had been meeting monthly, and we decided to expand our meeting to include the Town CAO and Times Editor. It is important to have a good working relationship with the media.

May 28th – Immigration Workshop

The Federal Government and the Province of Ontario put on an immigration workshop. Government agencies were well represented with seven staff members on hand, including a francophone representative. Employers and local small businesses were well represented; the room was full. I extend my thanks to our Economic Development Officer for attending and ably representing the Town. The Federal Government representative present also did the presentation at NOMA and did an admirable job of explaining the intricacies of the Immigration system to those in attendance. It was an informative session. Ontario spoke on the ONIP program, and the Francophone rep explained how advertising for French as a hiring skill, can be used to hire immigrant workers. They can work in English as long as they are proficient in French. I took the opportunity to ask why Ontario has not yet opted into the new Federal program. The Ontario Rep was unable to answer my question but will take it back with her. The slide presentation is available if Councillors are interested.

May 28th – Interview with T. Bay News

I must say that some of the news media outlets in T. Bay are very up on my schedule. I received a text saying that they heard I was attending the ribbon cutting for the NWOCC, see below, Grand Re-Opening and would I be available for an interview. This a couple of hours prior to the ribbon cutting. I did the interview speaking on the impact of the NWOCC expansion on our community.

May 28th – Ribbon Cutting for NWOCC Grand Re-Opening

I was invited to attend the Grand Re-Opening of North West Ontario Counselling and Consulting and to cut the ribbon on behalf of the Town of Fort Frances and Council. Many thanks to our Comms Officer and Deputy Clerk for attending with me and assisting. A BIG Shout Out to Brady and Kaylee Heyens and the staff of the NWOCC. Their new location right downtown is a warm and inviting space and goes a long way to reducing the stigma often associated with seeking good mental health. They have a large staff of Mental Health Specialists, about half of them in person and the other half available online. They are a welcome addition to our community and are doing some especially important work. I recommend checking out their website to see the extensive list of services that they provide. We cut the ribbon outside on Scott St and many delicious treats were on hand inside including some delectable homemade chocolate chip cookies, heavy on the chocolate chips.

May 29th – Meeting with Constituents

A resident and her son made an appointment to meet the Mayor. The son is homeschooled and is interested in municipal politics. I took them on a tour of the building and presented them with Fort Frances pins. It was a very enjoyable meeting.

May 30th – Alzheimer's Walk

Many thanks to the organizers, the volunteers, and above all those who came out to walk for this important cause. Special shout out to I G Wealth Management for their sponsorship. The walk was held at the Sorting Gap Marina. More than three quarters of a million Canadians live with dementia today, and it is expected that over one million Canadians will be affected by 2030. There are people in our community suffering from dementia right now. Many people in our community came out to walk or to simply show their support for this walk. It was a beautiful day for walking and spirits and camaraderie were high. Mr. Armit supplied some great pre and post walk entertainment and a most tasty BBQ and lunch was provided after the walk. Participants had the option of walking a longer or a shorter route. I joined

those who chose to walk to the point and back. It was the perfect day to walk.

May 30th – FFPL Book Sale

A BIG Shout Out to the Friends of the Library, who held their annual book sale at the Fort Frances Public Library. People were lined up before the doors opened. As usual a large assortment of great books had been donated, and the library supplied many culled books. During the time that I was there, many patrons came and went. Payment for books was made by donation, and people were very generous. I found six great hardcover books in wonderful condition that I took home with me, after making an appropriate donation. This fund raiser is usually remarkably successful in raising much needed money that the Friends of the Library use to assist the library with programming.

June 2nd – Phone Call with MP's Chief of Staff

I received a phone call from our MP's Chief of Staff to discuss a potential economic development opportunity for Fort Frances. After the call I spoke to our economic development officer about this opportunity.

June 3rd – Indigenous Advisory Committee Meeting

No Quorum, those present discussed possible dates for a rescheduled meeting and reviewing feedback in preparation for the next meeting.

June 3rd – Meet with Museum Curator

The Museum Curator and I met to discuss the requirements for local artists to hold an exhibition in the museum and upcoming events.



**Regular Council Meeting
MINUTES
May 25, 2026
SESSION NO. 93**

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

PRESENT: Mayor A. Hallikas, Councillors M. Behan, W. Brunetta, K. Firth, S. Maki, J. McTaggart, B. Morrison Jr.

ALSO PRESENT: M. Michaels, CAO, C. Greig, Municipal Clerk, M. Sexton, HR Manager, T. Rob, Infrastructure & Growth Manager, D. Galusha, Treasurer, W. Riches, Interim Fire Chief, C. Miller, Community Services and Facilities Manager, P. Hutton, Deputy Treasurer (Virtual), S. Ghosh, Economic Development Officer (Virtual), A. Lewis, Communication Coordinator and Deputy Clerk (Virtual), C. Vangel, Transportation Superintendent (Virtual)

- 1. **Call to Order - 5:00pm**
Mayor Hallikas called the meeting to order at 5:00pm.
- 2. **Territorial Acknowledgement**
Mayor Hallikas gave a territorial acknowledgement.
- 3. **Disclosure of pecuniary interest and the general nature thereof**
None disclosed.
- 4. **Delegations/Deputations**
None.
- 5. **Presentations**

5.1 MNP - Auditors
Jeff Savage, MNP provided an overview of the 2025 Town of Fort Frances financial statements.

ORAL MOTION THAT the presentation of the Draft 2025 Audited Financial Statements from MNP be received;

AND THAT the Town of Fort Frances consolidated Financial Statement for the year ending December 31, 2025 as prepared by MNP be hereby approved.

CARRIED

Result:	CARRIED
Mover:	Wendy Brunetta
Seconder:	Steven Maki

6. Correspondence

- 6.1 COR: RRDW OPP Detachment Board Annual Report
Council received the Rainy River District West OPP Detachment Board annual report.
- 6.2 COR: Walker Avenue Complaint
Council received a complaint regarding Walker Avenue conditions and requested Administration investigate and address the matter as able.

AMENDMEN T To add: AND THAT Administration bring back information on what changes may be required to the policies and by-laws.

CARRIED

Result:	CARRIED
Mover:	Bill Morrison Jr

Seconded: Steven Maki

ORAL MOTION THAT Council direct staff to review the roadway settlement and driveway transition condition at 1061 Walker Ave, including previous complaint history and correspondence, inspection and maintenance records, measurements of the elevation differential and transition slope, and report back to Council with findings, options, estimated costs, and any potential mitigation recommendations.;

AND THAT Administration bring back information on what changes may be required to the policies and by-laws as amended.

CARRIED

6.3 COR: Employers Meeting Fort Frances
Employers are invited to participate in an Employers Meeting, May 28th, regarding how economic immigration and settlement programs can aid hiring needs.

7. Council Reports on Board & Committee Activity:

7.1 Mayor Hallikas
Mayor Hallikas reported on the following: Fort Frances Public Library mural, Boundary Waters Fishing Coalition and mining in Minnesota, MP Powlowski, international bridge, potential federal funding, Treaty 3 resolution, Mobile Crisis Response Team, Rainy River First Nations fish fry, Minister Rickford and funding announcements.

7.2 Councillor Firth
No report.

7.3 Councillor Maki
Councillor Maki reported on: Sister Betty Kennedy Advisory Committee.

7.4 Councillor McTaggart
No report.

8. Consent Agenda

8.1 Approval of Consent Agenda
Resolution #1191

1191 **Recommendation:** THAT Council approve the consent agenda as follows:
Agenda items 8.2, 8.3, 8.4.

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Seconded:	Michael Behan

8.2 Regular Council Meeting Minutes of May 11, 2026 be approved as presented

1192 **Recommendation:** THAT Council approve the Regular Council Meeting Minutes of May 11, 2026 as presented.

CARRIED

8.3 Boards and Committees Meeting Minutes

1193 **Recommendation:** THAT the following Boards and Committees Meeting Minutes be received as information:

- Rainy River District West OPP Detachment Board meeting minutes of March 30, 2026

CARRIED

8.4 Entering into a Letter of Understanding with the Fort Frances Kiwanis Club
Item pulled from consent by Councillor Brunetta.
854 July 14th.

1194 **Recommendation:** THAT Council accept report AR-26-1087 and agree with the recommendation to execute the Letter of Understanding; and further, to authorize the Mayor and Clerk to execute the Letter on behalf of the Town.

CARRIED.

Result:	CARRIED.
Mover:	Steven Maki
Seconders:	Michael Behan
Ayes:	Michael Behan, Andrew Hallikas, Steven Maki, and Kaleb Firth
Nays:	John McTaggart, Wendy Brunetta, and Bill Morrison Jr

9. Administration and Finance Division Reports

9.1 New Vacation Policy

1195 **Recommendation:** THAT Council approve Report AR-26-1089 and endorse Administration’s recommendation to implement a new, standalone Vacation Policy for non-union staff;

AND THAT Council direct Administration and Payroll to provide pro-rated vacation entitlements from July 1, 2026 to the remainder of the 2026 calendar year, in accordance with the new provisions outlined in this report.

AND THAT a by-law to implement these changes be brought forward for consideration at the next Council meeting.

CARRIED

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

9.2 2025 Q4 and 2026 Q1 Quarterly Progress Report

1196 **Recommendation:** THAT Council receive Administration's 2025 Q4 and 2026 Q1 quarterly progress report as information.

CARRIED

Result:	CARRIED
Mover:	Michael Behan
Seconders:	Kaleb Firth

9.3 Automatic Aid Agreement

1197 **Recommendation:** THAT council approve the renewal of the Automatic Aid Agreement;

AND THAT the authorizing By-Law come to the next meeting of Council

CARRIED

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

10. Community Services Division Reports

None.

11. Planning and Development Division Reports

11.1 A1-2024 Plan of Subdivision: Former Mill Property

1198 **Recommendation:** THAT Council approval of report AR-26-1067 agree with the recommendation of Administration to approve the Plan of Subdivision Agreement and further authorize the Mayor and Clerk to execute the agreement on behalf of the Town.

CARRIED

Result:	CARRIED
Mover:	Kaleb Firth
Secunder:	Wendy Brunetta

12. Operations and Facilities Division Reports

12.1 Councillor Morrison Notice of Motion - Backup Alarms and Tailgate Dampeners

1199 **Recommendation:** THAT Council approval of report AR-26-1078 will agree with the recommendation of administration to adjust procurement methods to require front line snow removal equipment to come with white noise backup alarms as opposed to traditional beep style alarms.

DEFEATED

Result:	DEFEATED
Mover:	Michael Behan
Secunder:	Steven Maki

1200 THAT Council approval of report AR_26-1078 will Direct administration to replace the backup alarms with approved white noise back up alarms on 6 prime winter control equipment. AND THAT Council approve an unbudgeted expenditure of up to \$6000 to complete the replacement;
AND THAT Adminstration be directed to adjust procurement methods to require front line snow removal equipment to come with white noise backup alarms as opposed to traditional beep style alarms.

CARRIED

Result:	CARRIED
Mover:	Kaleb Firth
Secunder:	Steven Maki

12.2 Loss of Connecting Link Funding - Central Avenue Redesign Intake 11

1201 **Recommendation:** THAT Council Approval of Report AR-26-1086 will agree with the recommendation of Administration to pass a separate resolution in support of the withdraw of the application of the 2026/27 Connecting Links Program Intake 11 for the design of the reconstruction of Central Avenue Intersection.

CARRIED

Result:	CARRIED
Mover:	Steven Maki
Secunder:	Michael Behan

13. By-Laws:

13.1 By-Laws to be enacted:

- By-Law 36-26 Authorize Levying and Collection of Special Taxes Upon the Business Improvement Area
- By-Law 37-26 Execute Revenue Guarantee and Airport Services Agreement with North Star Air

1202 **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:

Page 5 of 6

- By-Law 36-26 Authorize Levying and Collection of Special Taxes Upon the Business Improvement Area
- By-Law 37-26 Execute Revenue Guarantee and Airport Services Agreement with North Star Air

CARRIED

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

14. Notice of Motion / Motion to Reconsider

15. Closed Session:

15.1 Council proceeds in-Camera at 6:26 p.m.

1203 **Recommendation:** THAT Council now meet in-camera in order to address a matter pertaining to:

1. CAO Performance Appraisal for the May 2025 to May 2026 Period
239.2 (b) personal matters about an identifiable individual, including municipal or local board employees;

CARRIED

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

16. Report out from Closed Session:

16.1 Council brought the following motions out of Closed session to be voted on in public at 7:34pm:

1205 **Recommendation in open:** THAT Council receive and approve Report AR-26-1090 titled "CAO Performance Appraisal for the May 2025 to May 2026 period";

AND THAT Council confirms the performance appraisal as complete;

AND THAT Council direct Administration to move forward with the salary adjustment for the CAO as agreed upon in closed.

CARRIED

Result:	CARRIED
Mover:	Wendy Brunetta
Seconder:	Kaleb Firth

1206 **Recommendation in open:** THAT Council approve the closed meeting minutes of March 11, 2026 as presented.

CARRIED

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

17. Confirmatory By-Law

17.1 By-Law 38-26: Confirmatory By-Law

1207 **Recommendation:** THAT By-Law 38-26, 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
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Page 6 of 6

Mover:	Kaleb Firth
Second:	Wendy Brunetta

18. Adjournment

18.1 The Council Meeting adjournment

1208 **Recommendation:** THAT having reached the Hour of 7:35pm this meeting of the Council of the Town of Fort Frances be now closed.

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Second:	Steven Maki

A. Hallikas, Mayor

C. Greig, Municipal Clerk



TOWN OF FORT FRANCES

MINUTES

Sister Betty Kennedy Advisory
Committee

May 11, 2026

The meeting of Sister Betty Kennedy Advisory Committee of the Town of Fort Frances was held in the Fort Frances Seniors Centre on May 11, 2026 from 12:00 PM p.m. to 8:50 a.m.

PRESENT:

ALSO PRESENT:

1. Call to Order

Call To Order

Call To Order

CARRIED

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:

4. Approval of Agenda

Approval of Agenda

5. Confirmation of Minutes

Minutes from April 20th Meeting

6. Unfinished Business

TV Usage

Bring a Friend Day
(Reminder that this will be for the month of June)

Directory for Seniors

June 2026 Senior Month - Guest Midge McTaggart

Parking

7. New Business

The Great Burger Giveback (Chamber of Commerce Fundraiser)

Senior Centre Activity Report From Cindy

June Senior's Month Calendar

- 8. Motions**
(Recommendations to Mayor and Council)

Motions

- 9. Date of next meeting**

Next Meeting Date

- 10. Adjournment**

Adjournment

April 16, 2026

Fort Frances Public Library

Board Meeting Minutes

Thursday, April 16, 2026

The meeting of the Fort Frances Public Library Board took place in the Shaw Community Hub at the Fort Frances Public Library Technology Centre on Thursday, April 16, 2026 @ 4:35pm.

Board Members in attendance: Sheri De Gagné, Tanis Fretter, Hue Eldridge, Deputy Mayor Mike Behan, Councillor Bill Morrison Jr., Ken Kellar, Mayor Andrew Hallikas

Staff in attendance: Nadine Cousineau – CEO

Regrets: Robin Dennis

Call to order @ 4:35pm by Sheri De Gagné

Respect & Acknowledgement:

Read by Tanis F: We respectfully acknowledge that the Fort Frances Public Library is located on the traditional territory of Treaty 3. We honour the land and are committed to our relationship with all First Nations, Métis and Inuit Peoples who have stewarded these lands and waters for generations.

1. Declaration of Conflict of Interest - none

2. Approval of the Agenda & Call for non-Agenda Issues

MOTION#2026-23 Motion to accept the agenda of April 16, 2026.

Moved by Tanis F.

Seconded by Ken K.

CARRIED

3. Minutes of Previous Meetings

a. March 24, 2026

MOTION#2026-24 Motion to accept the minutes of the March 24, 2026 meeting.

Moved by Bill M.

Seconded by Mike B.

CARRIED

April 16, 2026

4. Business Arising from Minutes

- a. Electrical Expense/Formula
 - i. Nadine has been working with relevant departments in the ToFF to collect historical electricity usage and billing data for the library.
 - ii. Data will be forwarded to the FFPC CEO for review and feedback.
 - iii. The ToFF will be conducting an energy audit in 2027, and the library will be included.

5. Financial Report

- a. Budget YTD
 - i. Amounts reflected on budget report spreadsheet are not fully accurate, as VISA transactions from the past two months have not yet been updated. These figures are expected to be updated by the next meeting.
 - ii. Library was approved for the Canada Summer Jobs grant at 50% of the requested funding, as anticipated, in the amount of \$2464
 - iii. Nadine asked for permission to use the Board Discretionary fund to pay for lunch for the Strategic Plan Committee in-person session with OLS on May 2, 2026.

MOTION#2026-25 Motion to accept the financial report of April 16, 2026.

Moved by Ken K.

Seconded by Hue E.

CARRIED

6. CEO Report

MOTION#2026-26 Motion to accept the CEO Report of April 16, 2026.

Moved by Hue E.

Seconded by Tanis F.

CARRIED

7. Items for Action/Discussion

- a. FOPL 2026 Advocacy Campaign
 - i. Discussion regarding the 2026 advocacy campaign led by the Federation of Ontario Public Libraries. Primary objective of the campaign is to highlight the increasing pressures faced by public libraries across the province as they respond to complex social challenges linked to mental health, addictions and housing.
 - ii. Discussion regarding the recent pilot project at Hamilton Public Library Central Branch.
 - iii. Brief discussion regarding the 2026 Ontario Provincial Budget. No new or increased funding for libraries was announced. However, a statement within

April 16, 2026

the Ontario Municipal Partnership Fund section acknowledged libraries as a "critical service," alongside public transit and road maintenance.

b. In-camera Session

MOTION#2026-27 Motion to go in-camera @ 5:03pm due to labour relations or employee negotiations.

Moved by Bill M.

Seconded by Ken K.

CARRIED

The Board moved out of camera @ 5:15pm.

MOTION#2026-28 Motion to accept the minutes of the in-camera session of March 24, 2026.

Moved by Mike B.

Seconded by Bill M.

CARRIED

8. Policy Review

- a. OP-11 Programming
- b. OP-20 Shredder Use
- c. OP-21 Records Retention

MOTION#2026-29 Motion to approve policies OP-11, OP-20 and OP-21 as amended and move to a 4-year review.

Moved by Hue E.

Seconded by Bill M.

CARRIED

9. Communication between Staff and Board - none

10. Information Items

- a. Correspondence - none
- b. Friends of the Library Meeting Minutes
 - i. Thursday, March 15, 2026

11. Stating of next meeting date

The next FFPL Board meeting will be May 21, 2026 @ 4:35pm.

12. Adjournment

April 16, 2026

MOTION#2026-30 Motion to adjourn the FFPL Board meeting of April 16, 2026 @ 5:31pm.

Moved by Mike B.

Seconded by Bill M.

CARRIED



Sheri De Gagné, Board Chair



Nadine Cousineau, CEO

ADMINISTRATIVE REPORT

**Subject: Financial Statements for the period ending April 30, 2026
for the General Fund and Water and Sewer Fund**

Date: June 8, 2026

To: Mayor and Council

From: Dawn Galusha, Treasurer

Item Number: AR-26-1098



ISSUE:

To present to Council the financial statements for the period ending April 30, 2026 for the General Fund and Water and Sewer Fund.

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.

STRATEGIC PLAN ALIGNMENT:

Municipal Services and Infrastructure

BACKGROUND:

Attached you will find the Financial Statements for the General Fund and the Water & Sewer Funds to April 30, 2026. These are summarized to the activity level for all sub-departments.

General Fund Financial Update

As of April 30, 2026 we are showing a General Fund surplus of \$3,842,755. There are some invoices for this period that were not yet received nor paid. Additionally, since we batch post all payroll and accounts payable, the date of posting coincides with payment dates and expenses are not accrued until year end. The reserve fund transfers have been processed on a monthly basis now. It is not unusual for the Town to carry a significant surplus throughout the year while more work is completed. For comparative purposes, the surplus as of April 30, 2025 was \$3,862,828.

The Interim Property Tax billing was completed January with due dates of February 27 and March 31, and the corresponding revenue has been posted. The April 30, 2026 taxes receivable balance was \$736,586.72, reflecting the billed but not yet collected amount.

Water & Sewer Fund Financial Update

As of the current reporting period:

Financial Statements for the period ending April 30, 2026 for the General Fund
and Water and Sewer Fund

- Water Fund Surplus: \$271,531
- Sewer Fund Surplus: \$345,644

At the end of the year, we transfer all Water & Sewer Fund Surpluses to the Water & Sewer Reserve Fund.

SUPPORTING DOCUMENTS:

[04 April Monthly YTD to Budget](#)



Monthly YTD to Budget General Fund

Fort Frances

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
Fort Frances				
Corporate Services				
0150 Taxation-Municipal				
0111 Residential & Farm	(9,729,177)	(4,674,596.97)	(5,054,580)	51.95%
0112 Commercial	(3,199,381)	(1,523,079.78)	(1,676,301)	52.39%
0113 Industrial	(300,296)	(144,851.49)	(155,445)	51.76%
0115 Multi-Residential	(638,742)	(304,382.08)	(334,360)	52.35%
0116 Pipeline	(175,139)	(84,428.29)	(90,711)	51.79%
0118 New Multi- Residential	(9,339)	(4,501.99)	(4,837)	51.79%
0119 Aggregate Extration	(179)	(86.12)	(93)	51.89%
Total 0150 Taxation-Municipal	(14,052,253)	(6,735,926.72)	(7,316,326)	52.07%
0151 Taxation-Education				
0111 Residential & Farm	(682,210)	(339,980.25)	(342,230)	50.16%
0112 Commercial	(641,885)	(314,842.68)	(327,042)	50.95%
0113 Industrial	(41,683)	(20,841.92)	(20,841)	50.00%
0115 Multi-Residential	(22,672)	(11,205.96)	(11,466)	50.57%
0116 Pipeline	(27,773)	(13,886.40)	(13,887)	50.00%
0117 Railway	(1,585)		(1,585)	100.00%
0118 New Multi- Residential	(655)	(327.42)	(328)	50.01%
0119 Aggregate Extration	(20)	(9.96)	(10)	50.20%
2110 Grants & Apportioned Costs	1,418,483	352,022.49	1,066,461	75.18%
Total 0151 Taxation-Education		(349,072.10)	349,072	
0152 Payments-in-lieu of Taxation				
0131 Municipal Tax Assistance Act	(213,477)	(53,132.05)	(160,345)	75.11%
0132 Municipal Act- S.323	(16,650)		(16,650)	100.00%
0133 Municipal Enterprises	(183,614)		(183,614)	100.00%
0134 Ontario Enterprises	(26,731)		(26,731)	100.00%
0135 Per Acre Charges	(46,411)		(46,411)	100.00%
0136 International Bridge	(378,605)		(378,605)	100.00%
0137 Canada Enterprises	(52,478)		(52,478)	100.00%
Total 0152 Payments-in-lieu of Taxation	(917,966)	(53,132.05)	(864,834)	94.21%
0240 Governance (Mayor & Council)				
0129 Provincial Grant	(4,236,400)	(2,118,200.00)	(2,118,200)	50.00%
0430 Operational Rev HST Ex	(3,000)		(3,000)	100.00%
1101 Salaries, Wages, Benefits	162,130	47,057.28	115,073	70.98%
1200 Contracted Services	55,000	6,266.21	48,734	88.61%
1500 Rents & Services	93,066	17,728.15	75,338	80.95%
2110 Grants & Apportioned Costs	15,000		15,000	100.00%
Total 0240 Governance (Mayor & Council)	(3,914,204)	(2,047,148.36)	(1,867,056)	47.70%
0260 Program Support				
0410 Unallocated HST Exempt	(60,000)		(60,000)	100.00%

Monthly YTD to Budget General Fund

Fort Frances

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
2110 Grants & Apportioned Costs	2,967,053	953,478.41	2,013,575	67.86%
Total 0260 Program Support	2,907,053	953,478.41	1,953,575	67.20%
0261 Elections				
0430 Operational Rev HST Ex	(22,000)		(22,000)	100.00%
1101 Salaries, Wages, Benefits	18,000		18,000	100.00%
1400 Materials	1,000		1,000	100.00%
1500 Rents & Services	28,000	1,017.60	26,982	96.37%
1620 Transfer to Reserve Funds	11,000		11,000	100.00%
Total 0261 Elections	36,000	1,017.60	34,982	97.17%
0272 Contribution to Reserve/Reserve				
0000 Reserve Fund Transfers	2,734,552	911,517	1,823,035	66.67%
Total 0272 Contribution to Reserve/Reserve	2,734,552	911,517	1,823,035	66.67%
1820 Economic Development				
0410 Unallocated HST Exempt	(400,000)	(58,823.99)	(341,176)	85.29%
0430 Operational Rev HST Ex		(864.45)	864	
0490 Other Rev Capital (HST Ex)	(84,830)	(22,581.00)	(62,249)	73.38%
1000 MAT Tax to Committee	200,000	29,411.50	170,589	85.29%
1101 Salaries, Wages, Benefits	114,481	30,823.71	83,657	73.08%
1200 Contracted Services	2,000	468.10	1,532	76.60%
1400 Materials	300		300	100.00%
1500 Rents & Services	79,096	1,007.42	78,089	98.73%
Total 1820 Economic Development	(88,953)	(20,558.71)	(68,394)	76.89%
1825 Solar Panels				
0330 Operational Revenue	(1,000)		(1,000)	100.00%
1101 Salaries, Wages, Benefits	2,366		2,366	100.00%
1240 Municipal Buildings & Yards		7.82	(8)	
1500 Rents & Services	2,973	2,417.40	556	18.69%
Total 1825 Solar Panels	4,339	2,425.22	1,914	44.11%
Total Corporate Services	(13,291,432)	(7,337,399.71)	(5,954,032)	44.80%
Administration & Finance				
0251 Town Real Estate				
0330 Operational Revenue		(5,000.00)	5,000	
0430 Operational Rev HST Ex	(5,000)		(5,000)	100.00%
1101 Salaries, Wages, Benefits	2,287		2,287	100.00%
1400 Materials		743.01	(743)	
Total 0251 Town Real Estate	(2,713)	(4,256.99)	1,544	(56.91%)
0252 Human Resources				
1200 Contracted Services	21,000	15,926.95	5,073	24.16%
1400 Materials	350	185.17	165	47.09%
1500 Rents & Services	61,000	22,330.62	38,669	63.39%
Total 0252 Human Resources	82,350	38,442.74	43,907	53.32%

Monthly YTD to Budget General Fund

Fort Frances

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
0262 Administration				
0430 Operational Rev HST Ex	(137,500)		(137,500)	100.00%
1101 Salaries, Wages, Benefits	396,328	98,968.82	297,359	75.03%
1200 Contracted Services	21,200	1,780.95	19,419	91.60%
1400 Materials	2,100	42.50	2,058	97.98%
1500 Rents & Services	116,000	5,067.73	110,932	95.63%
Total 0262 Administration	398,128	105,860.00	292,268	73.41%
0263 Administration- Vehicle				
2910 Vehicle Expenses	8,852	3,978.68	4,873	55.05%
Total 0263 Administration- Vehicle	8,852	3,978.68	4,873	55.05%
0264 Clerk's Department				
0330 Operational Revenue	(11,950)	(3,051.27)	(8,899)	74.47%
0430 Operational Rev HST Ex	(10,000)	(2,161.50)	(7,839)	78.39%
1000 Inter-functional	(3,500)	(875.00)	(2,625)	75.00%
1101 Salaries, Wages, Benefits	228,118	61,997.90	166,120	72.82%
1200 Contracted Services	1,250	282.50	968	77.40%
1400 Materials	6,500	2,804.84	3,695	56.85%
1500 Rents & Services	26,793	18,943.25	7,850	29.30%
Total 0264 Clerk's Department	237,211	77,940.72	159,270	67.14%
0265 Treasury Department				
0330 Operational Revenue		(625.00)	625	
0430 Operational Rev HST Ex	(35,000)	(5,584.15)	(29,416)	84.05%
1000 Inter-functional	(419,700)	(104,925.00)	(314,775)	75.00%
1101 Salaries, Wages, Benefits	861,136	228,158.70	632,977	73.50%
1200 Contracted Services	110,350	51,897.06	58,453	52.97%
1210 Treasury	46,000	1,505.03	44,495	96.73%
1400 Materials	12,000	7,179.50	4,821	40.17%
1500 Rents & Services	160,361	64,947.62	95,413	59.50%
1600 Financial Services	5,000	1,341.17	3,659	73.18%
Total 0265 Treasury Department	740,147	243,894.93	496,252	67.05%
0266 Unassigned Revenue				
0320 Interest Charges	(286,000)	(79,316.95)	(206,683)	72.27%
0330 Operational Revenue		(2.80)	3	
0410 Unallocated HST Exempt	(57,500)	(31,886.74)	(25,613)	44.54%
0411 No Tax Unallocated Revenue	(18,200)	(730.28)	(17,470)	95.99%
Total 0266 Unassigned Revenue	(361,700)	(111,936.77)	(249,763)	69.05%
0267 FFPC Administration				
1101 Salaries, Wages, Benefits		7,307.59	(7,308)	
Total 0267 FFPC Administration		7,307.59	(7,308)	
0268 Information Technology				
1101 Salaries, Wages, Benefits	220,509	92,657.90	127,851	57.98%

Monthly YTD to Budget General Fund

Fort Frances

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
1200 Contracted Services	57,350	13,187.43	44,163	77.01%
1400 Materials	3,750		3,750	100.00%
1500 Rents & Services	339,650	74,514.16	265,136	78.06%
2910 Vehicle Expenses	1,150	899.65	250	21.77%
5216 2024 Ford T350 Van - KB29883	500	358.33	142	28.33%
Total 0268 Information Technology	622,909	181,617.47	441,292	70.84%
Total Administration & Finance	1,725,184	542,848.37	1,182,336	68.53%
Community Services				
0632 Handi-Transit System				
0430 Operational Rev HST Ex	(114,403)	(13,123.96)	(101,279)	88.53%
1100 Transportation	7,500	1,875.00	5,625	75.00%
1200 Contracted Services	9,673	2,386.03	7,287	75.33%
1500 Rents & Services	30,000		30,000	100.00%
1620 Transfer to Reserve Funds	36,295		36,295	100.00%
2560 Handi-Van	120,000	28,591.46	91,409	76.17%
2910 Vehicle Expenses	31,509	5,687.40	25,822	81.95%
5220 2017 Ford Eldorado - DC62667		2,184.57	(2,185)	
5221 2026 StarTrans Sen - DD26654		4,523.82	(4,524)	
Total 0632 Handi-Transit System	120,574	32,124.32	88,450	73.36%
1220 Sister Kennedy Centre				
0330 Operational Revenue	(6,500)	(3,576.20)	(2,924)	44.98%
0430 Operational Rev HST Ex	(103,000)	(27,793.85)	(75,206)	73.02%
1000 Inter-functional	10,000	2,500.00	7,500	75.00%
1101 Salaries, Wages, Benefits	14,000	3,000.00	11,000	78.57%
1105 Fitness Instructor	10,003	4,158.78	5,844	58.42%
1200 Contracted Services	13,267	3,796.64	9,470	71.38%
1240 Municipal Buildings & Yards	79,272	30,905.49	48,367	61.01%
1400 Materials	19,700	5,518.10	14,182	71.99%
1500 Rents & Services	3,100	225.61	2,874	92.72%
Total 1220 Sister Kennedy Centre	39,842	18,734.57	21,107	52.98%
1614 Sunny Cove Camp				
0330 Operational Revenue	(15,000)		(15,000)	100.00%
1200 Contracted Services		92.36	(92)	
1240 Municipal Buildings & Yards	24,150	16,069.02	8,081	33.46%
Total 1614 Sunny Cove Camp	9,150	16,161.38	(7,011)	(76.63%)
1620 Recreation Programs				
0330 Operational Revenue	(295,000)	(100,590.04)	(194,410)	65.90%
0430 Operational Rev HST Ex	(116,700)	(66,075.84)	(50,624)	43.38%
1000 Inter-functional	(7,500)	(1,875.00)	(5,625)	75.00%
1101 Salaries, Wages, Benefits	421,412	138,983.35	282,429	67.02%
1120 Summer Program Salaries	24,136	43.52	24,092	99.82%

Monthly YTD to Budget General Fund

Fort Frances

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
1200 Contracted Services	12,100	5,522.82	6,577	54.36%
1400 Materials	21,000	2,158.62	18,841	89.72%
1500 Rents & Services	12,000	2,130.10	9,870	82.25%
1600 Financial Services	10,000	5,483.95	4,516	45.16%
Total 1620 Recreation Programs	81,448	(14,218.52)	95,667	117.46%
1621 Community Services				
1000 Inter-functional	(15,000)	(3,375.00)	(11,625)	77.50%
1101 Salaries, Wages, Benefits	228,810	65,693.10	163,117	71.29%
1200 Contracted Services	500	24.42	476	95.12%
1400 Materials	3,950	597.89	3,352	84.86%
1500 Rents & Services	4,500		4,500	100.00%
2910 Vehicle Expenses	1,114	280.25	834	74.84%
Total 1621 Community Services	223,874	63,220.66	160,653	71.76%
1631 Sorting Gap Marina				
0330 Operational Revenue	(146,100)	(19,690.91)	(126,409)	86.52%
0430 Operational Rev HST Ex	(2,400)		(2,400)	100.00%
1101 Salaries, Wages, Benefits	72,904		72,904	100.00%
1200 Contracted Services	4,250	737.00	3,513	82.66%
1240 Municipal Buildings & Yards	48,995	6,068.78	42,926	87.61%
1400 Materials	250		250	100.00%
1500 Rents & Services	14,610		14,610	100.00%
1600 Financial Services	3,000	483.94	2,516	83.87%
2970 Purchases for Resale	47,837		47,837	100.00%
Total 1631 Sorting Gap Marina	43,346	(12,401.19)	55,747	128.61%
1634 Recreation Facilities				
0330 Operational Revenue	(547,200)	(237,215.87)	(309,984)	56.65%
0430 Operational Rev HST Ex	(4,700)	(2,496.24)	(2,204)	46.89%
1101 Salaries, Wages, Benefits	224,826	48,281.10	176,545	78.53%
1200 Contracted Services	15,050	4,634.85	10,415	69.20%
1240 Municipal Buildings & Yards	1,491,258	464,908.61	1,026,349	68.82%
1250 8th Street Trails	4,157		4,157	100.00%
1400 Materials	8,500	2,451.19	6,049	71.16%
1500 Rents & Services	21,500	10,017.20	11,483	53.41%
1600 Financial Services	8,000	6,722.30	1,278	15.97%
2910 Vehicle Expenses	19,879	8,720.83	11,158	56.13%
Total 1634 Recreation Facilities	1,241,270	306,023.97	935,246	75.35%
1635 Townshend Theatre				
0330 Operational Revenue	(9,950)	(2,811.45)	(7,139)	71.74%
1000 Inter-functional	3,500	875.00	2,625	75.00%
1200 Contracted Services	110		110	100.00%
1240 Municipal Buildings & Yards	750		750	100.00%

Monthly YTD to Budget General Fund

Fort Frances

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
1500 Rents & Services	836	679.50	157	18.72%
1600 Financial Services	200	44.76	155	77.62%
1620 Transfer to Reserve Funds	3,500		3,500	100.00%
Total 1635 Townshend Theatre	(1,054)	(1,212.19)	158	(15.01%)
1640 Fort Frances Public Library				
0330 Operational Revenue	(18,250)	(4,865.60)	(13,384)	73.34%
0430 Operational Rev HST Ex	(57,042)	(6,835.04)	(50,207)	88.02%
1101 Salaries, Wages, Benefits	454,595	117,140.01	337,455	74.23%
1200 Contracted Services	4,780	1,098.00	3,682	77.03%
1240 Municipal Buildings & Yards	116,498	33,988.73	82,509	70.82%
1320 Library Services	62,250	29,853.95	32,396	52.04%
1400 Materials	8,100	2,699.86	5,400	66.67%
1500 Rents & Services	34,900	3,966.55	30,933	88.63%
1600 Financial Services	1,100	149.98	950	86.37%
Total 1640 Fort Frances Public Library	606,931	177,196.44	429,735	70.80%
1645 Museums				
0330 Operational Revenue	(18,850)	(3,522.25)	(15,328)	81.31%
0430 Operational Rev HST Ex	(46,814)	(3,521.90)	(43,292)	92.48%
1101 Salaries, Wages, Benefits	222,833	50,794.66	172,038	77.21%
1200 Contracted Services	5,650	1,792.81	3,857	68.27%
1240 Municipal Buildings & Yards	49,914	13,234.48	36,680	73.49%
1400 Materials	10,000	1,908.62	8,091	80.91%
1500 Rents & Services	22,345	2,039.05	20,306	90.87%
1600 Financial Services	300	145.46	155	51.51%
1700 Other Services	12,200	127.09	12,073	98.96%
Total 1645 Museums	257,578	62,998.02	194,580	75.54%
Total Community Services	2,622,959	648,627.46	1,974,332	75.27%
Emergency Services				
0410 Fire				
0330 Operational Revenue	(15,692)	(1,304.81)	(14,387)	91.68%
0430 Operational Rev HST Ex	(3,800)	520.25	(4,320)	113.69%
1101 Salaries, Wages, Benefits	1,210,377	336,063.92	874,313	72.23%
1153 Volunteer Fire Call Back	27,000	2,301.56	24,698	91.48%
1154 Volunteer Fire Training	73,848	4,832.16	69,016	93.46%
1160 Administration Sal/Ben	182,034	53,347.73	128,686	70.69%
1200 Contracted Services	5,000	121.34	4,879	97.57%
1240 Municipal Buildings & Yards	14,000	390.28	13,610	97.21%
1400 Materials	25,500	4,437.70	21,062	82.60%
1500 Rents & Services	50,354	16,858.73	33,495	66.52%
2110 Grants & Apportioned Costs	4,295	4,295.40	-	-
2910 Vehicle Expenses	36,957	16,636.51	20,320	54.98%

Monthly YTD to Budget General Fund

Fort Frances

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
Total 0410 Fire	1,609,873	438,500.77	1,171,372	72.76%
0420 Police				
0430 Operational Rev HST Ex	(175,000)	(53,888.07)	(121,112)	69.21%
1100 Transportation	10,000		10,000	100.00%
1500 Rents & Services	3,263,241	815,826.00	2,447,415	75.00%
Total 0420 Police	3,098,241	761,937.93	2,336,303	75.41%
0421 911 Services				
0330 Operational Revenue	(4,528)	(4,527.86)	-	
1200 Contracted Services	150		150	100.00%
1500 Rents & Services	15,500	8,026.23	7,474	48.22%
Total 0421 911 Services	11,122	3,498.37	7,624	68.55%
0422 RR District West OPP Det Board				
0430 Operational Rev HST Ex	(12,183)		(12,183)	100.00%
1000 Inter-functional	3,500	875.00	2,625	75.00%
1200 Contracted Services	2,150		2,150	100.00%
1500 Rents & Services	13,800	1,829.64	11,970	86.74%
2910 Vehicle Expenses	8,800	3,939.03	4,861	55.24%
Total 0422 RR District West OPP Det Board	16,067	6,643.67	9,423	58.65%
0423 Mobile Crisis Response Team				
0430 Operational Rev HST Ex	(120,500)		(120,500)	100.00%
1200 Contracted Services		4,000.00	(4,000)	
1400 Materials	13,185	7,556.61	5,628	42.69%
1500 Rents & Services	107,315	25,637.15	81,678	76.11%
Total 0423 Mobile Crisis Response Team		37,193.76	(37,194)	
0450 Emergency Measures				
1101 Salaries, Wages, Benefits	5,913		5,913	100.00%
1200 Contracted Services	2,330	645.94	1,684	72.28%
1400 Materials	5,100	1,192.68	3,907	76.61%
1500 Rents & Services	7,976	137.00	7,839	98.28%
Total 0450 Emergency Measures	21,319	1,975.62	19,343	90.73%
0451 Rain Event Emergency				
1500 Rents & Services		5,698.56	(5,699)	
Total 0451 Rain Event Emergency		5,698.56	(5,699)	
Total Emergency Services	4,756,622	1,255,448.68	3,501,173	73.61%
Operations & Facilities				
0611 Municipal Roads - Paved				
1305 Roads-Administration	73,881	22,124.79	51,756	70.05%
1310 Storm Water Management- Urban	82,845	20,307.58	62,537	75.49%
1311 Storm Water Management- Rural	80,186	1,209.63	78,976	98.49%
1312 Roadside Maintenance	162,211	12,654.79	149,556	92.20%
1313 Hardtop Maintenance	331,011	17,970.92	313,040	94.57%

Monthly YTD to Budget General Fund

Fort Frances

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
1314 Loosetop Maintenance	111,704	1,956.64	109,747	98.25%
1315 Sanding/Salting	102,122	49,702.63	52,419	51.33%
1316 Snowplowing	117,654	55,565.13	62,089	52.77%
1317 Snow Removal	276,867	97,808.88	179,058	64.67%
1318 Traffic Operation	140,970	13,671.64	127,298	90.30%
1319 Bridges	3,703		3,703	100.00%
Total 0611 Municipal Roads - Paved	1,483,154	292,972.63	1,190,181	80.25%
0614 PW Administration				
0330 Operational Revenue	(26,700)	(5,664.58)	(21,035)	78.78%
0430 Operational Rev HST Ex	(36,600)		(36,600)	100.00%
0500 Interdepartmental Work	(541,517)		(541,517)	100.00%
1101 Salaries, Wages, Benefits	515,258	154,166.87	361,091	70.08%
1200 Contracted Services	8,850	1,221.46	7,629	86.20%
1400 Materials	25,500	4,043.72	21,456	84.14%
1500 Rents & Services	49,100	7,469.58	41,630	84.79%
Total 0614 PW Administration	(6,109)	161,237.05	(167,346)	2,739.34%
0615 PW Municipal Bldg & Yards				
1101 Salaries, Wages, Benefits	70,636	22,876.03	47,760	67.61%
1400 Materials	22,402	8,404.20	13,998	62.48%
1500 Rents & Services	56,987	38,120.37	18,867	33.11%
Total 0615 PW Municipal Bldg & Yards	150,025	69,400.60	80,624	53.74%
0617 Sidewalks				
1101 Salaries, Wages, Benefits	6,211	2,069.94	4,141	66.67%
1308 Winter Control	83,109	47,815.40	35,294	42.47%
1309 Summer Control	38,416	1,116.54	37,299	97.09%
Total 0617 Sidewalks	127,736	51,001.88	76,734	60.07%
0618 PW Vehicles				
2910 Vehicle Expenses	267,454	52,198.27	215,256	80.48%
5110 89 Int Dump/Plow Truck 7786AE		659.68	(660)	
5111 '22 Sand Truck Viking PL1415LW		4,172.69	(4,173)	
5125 2015 Intl 7600 Sander/Plow Tr		10,527.84	(10,528)	
5183 2009 Chev Ext Cab 1/2 Ton 4X4		524.14	(524)	
5185 09 Chev 2500 Ext Cab 3/4 Ton		787.72	(788)	
5187 2011 Chev Ext Cab 4X4 680 OZV		1,346.09	(1,346)	
5189 2011 Chev Ext Cab 4X4 680 1ZV		1,261.30	(1,261)	
5191 2001 Silverado 2 WD AA 11501		655.32	(655)	
5192 2014 Chev 1500 Double Cab 4X4		1,465.33	(1,465)	
5193 2015 Chev 2500 Crew Cab 4X4		3,581.68	(3,582)	
5197 2019 Ford 3/4 Ton crew cab		543.62	(544)	
5198 2019 1/2 ton Crew Cab Pickup		2,191.79	(2,192)	
5199 2019 16' Cube Van		1,650.94	(1,651)	

Monthly YTD to Budget General Fund

Fort Frances

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
5200 2019 New Vac Truck		1,669.33	(1,669)	
5201 2019 Ford 3/4 Ton Crew Cab		4,081.51	(4,082)	
5202 2019 1/2 Ton Crew Cab		1,537.33	(1,537)	
5206 2021 Silverado 1500 - F21084		1,490.47	(1,490)	
5208 2021 GMC Sierra 2500 4V		2,016.20	(2,016)	
5209 2022 Silverado NZ599986		682.58	(683)	
5210 2022 Silverado NZ601096		445.12	(445)	
5212 2024 Peterbilt 567 Dump Truck		4,821.42	(4,821)	
5213 2024 Chev Silverado - 369953		447.34	(447)	
5214 2024 Chev Silverado - 369913		764.95	(765)	
5215 2024 Dodge RAM 2500 - G287101		1,574.85	(1,575)	
5217 1999 International Plow Truck		3,376.94	(3,377)	
5218 2025 Peterbilt 548 Tandem		8,239.47	(8,239)	
5221 2026 StarTrans Sen - DD26654		702.04	(702)	
Total 0618 PW Vehicles	267,454	113,415.96	154,038	57.59%
0619 PW Equipment				
2912 Large Equipment Expenses	281,981	5,774.41	276,207	97.95%
2914 Small Equipment Expenses	30,671	4,234.47	26,437	86.19%
4207 2010 John Deere Grader		7,878.09	(7,878)	
4257 2020 JD Loader		11,654.55	(11,655)	
4258 2023 JD 544P Loader		12,311.51	(12,312)	
4307 2015 Trackless Blower/Cutter		4,846.54	(4,847)	
4309 95 Hyundai Backhoe Hyd Excav		66.92	(67)	
4310 2021 Holder Sidewalk Plow		4,945.88	(4,946)	
4321 2012 John Deere Backhoe		913.20	(913)	
4514 2017 JD Compact Track Loader		136.44	(136)	
4515 2017 JD Wheeled Excavator		262.93	(263)	
4516 2018 Grader w/plow and wing		8,626.89	(8,627)	
4817 2016 Elgin Eagle Street Swpr		18,232.65	(18,233)	
4830 DBH Thawing Machine		643.20	(643)	
Total 0619 PW Equipment	312,652	80,527.68	232,124	74.24%
0620 Public Works Stores				
0330 Operational Revenue	(6,500)		(6,500)	100.00%
0430 Operational Rev HST Ex	(19,000)	(4,750.00)	(14,250)	75.00%
1101 Salaries, Wages, Benefits	115,517	22,588.15	92,929	80.45%
1200 Contracted Services	300		300	100.00%
1400 Materials	800		800	100.00%
1500 Rents & Services	4,000	29.30	3,971	99.27%
1700 Other Services	600	160.95	439	73.18%
Total 0620 Public Works Stores	95,717	18,028.40	77,689	81.16%
0623 Traffic Signal Maintenance				

Monthly YTD to Budget General Fund

Fort Frances

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
1400 Materials	11,449	1,690.96	9,758	85.23%
1500 Rents & Services	8,925	8,300.06	625	7.00%
Total 0623 Traffic Signal Maintenance	20,374	9,991.02	10,383	50.96%
0624 Engineering				
1101 Salaries, Wages, Benefits	32,245	9,807.46	22,438	69.58%
1332 Lot Grades/GIS/Paving/Patching	5,600	416.20	5,184	92.57%
Total 0624 Engineering	37,845	10,223.66	27,621	72.99%
0640 Public Parking Lots				
1308 Winter Control	3,028	319.51	2,708	89.45%
1309 Summer Control	5,548		5,548	100.00%
Total 0640 Public Parking Lots	8,576	319.51	8,256	96.27%
0650 Street Lighting				
1400 Materials	62,500	23,401.89	39,098	62.56%
1500 Rents & Services	80,054	9,209.45	70,845	88.50%
Total 0650 Street Lighting	142,554	32,611.34	109,943	77.12%
0670 Private Work Charges				
1101 Salaries, Wages, Benefits	21,782	1,052.21	20,730	95.17%
1400 Materials	5,000		5,000	100.00%
Total 0670 Private Work Charges	26,782	1,052.21	25,730	96.07%
0671 Private Crossing Charges				
1101 Salaries, Wages, Benefits	33,130		33,130	100.00%
1400 Materials	4,200		4,200	100.00%
Total 0671 Private Crossing Charges	37,330		37,330	100.00%
0840 Garbage Collection				
0330 Operational Revenue	(10,000)		(10,000)	100.00%
0430 Operational Rev HST Ex	(271,728)	(86,355.15)	(185,373)	68.22%
1101 Salaries, Wages, Benefits	38,900	8,588.38	30,312	77.92%
1500 Rents & Services	251,294	65,095.35	186,199	74.10%
Total 0840 Garbage Collection	8,466	(12,671.42)	21,137	249.67%
0850 Sanitary Landfill				
0430 Operational Rev HST Ex	(498,750)	(152,903.96)	(345,846)	69.34%
1101 Salaries, Wages, Benefits	40,078	5,155.56	34,922	87.14%
1200 Contracted Services	250		250	100.00%
1400 Materials	4,240	1,031.75	3,208	75.67%
1500 Rents & Services	587,802	146,595.08	441,207	75.06%
1600 Financial Services		145.12	(145)	
Total 0850 Sanitary Landfill	133,620	23.55	133,596	99.98%
0860 Recycling Services				
0330 Operational Revenue	(90,000)		(90,000)	100.00%
0430 Operational Rev HST Ex	(150,000)		(150,000)	100.00%
1101 Salaries, Wages, Benefits	49,630	10,211.12	39,419	79.43%

Monthly YTD to Budget General Fund

Fort Frances

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
1400 Materials	2,454	424.76	2,029	82.69%
1500 Rents & Services	45,828	6,484.20	39,344	85.85%
Total 0860 Recycling Services	(142,088)	17,120.08	(159,208)	112.05%
Total Operations & Facilities	2,704,088	845,254.15	1,858,834	68.74%
Planning & Development				
0253 Civic Centre				
0330 Operational Revenue	(189,219)	(61,351.12)	(127,868)	67.58%
1200 Contracted Services	2,800		2,800	100.00%
1240 Municipal Buildings & Yards	76,074	16,944.61	59,129	77.73%
1400 Materials	129,618	24,627.88	104,990	81.00%
1500 Rents & Services	44,630	16,483.17	28,147	63.07%
Total 0253 Civic Centre	63,903	(3,295.46)	67,198	105.16%
0440 By-Law Enforcement Animal Contr				
0310 No Tax Unallocated Revenue	(3,800)	(3,600.00)	(200)	5.26%
0410 Unallocated HST Exempt	(12,900)	(4,891.70)	(8,008)	62.08%
0430 Operational Rev HST Ex	(400)		(400)	100.00%
1101 Salaries, Wages, Benefits	159,829	46,342.60	113,486	71.00%
1200 Contracted Services	1,050	484.00	566	53.90%
1400 Materials	1,750	265.47	1,485	84.83%
1500 Rents & Services	7,800	(432.00)	8,232	105.54%
1600 Financial Services	544	256.44	288	52.86%
2910 Vehicle Expenses	7,198	2,290.49	4,908	68.18%
Total 0440 By-Law Enforcement Animal Contr	161,071	40,715.30	120,356	74.72%
0441 Animal Shelter				
1101 Salaries, Wages, Benefits	510		510	100.00%
1400 Materials	4,100	986.45	3,114	75.94%
1500 Rents & Services	1,028	897.55	130	12.69%
Total 0441 Animal Shelter	5,638	1,884.00	3,754	66.58%
0445 Building Official				
0430 Operational Rev HST Ex	(116,213)	(101,685.47)	(14,528)	12.50%
1101 Salaries, Wages, Benefits	100,483	28,803.85	71,679	71.33%
1200 Contracted Services	1,827	582.56	1,244	68.11%
1400 Materials	400	32.54	367	91.87%
1500 Rents & Services	4,848	380.28	4,468	92.16%
2910 Vehicle Expenses	1,868	58.89	1,809	96.85%
Total 0445 Building Official	(6,787)	(71,827.35)	65,040	(958.31%)
1810 Planning & Zoning				
0430 Operational Rev HST Ex	(9,750)	(585.00)	(9,165)	94.00%
1101 Salaries, Wages, Benefits	33,495	9,122.32	24,373	72.77%
1200 Contracted Services	8,100	167.90	7,932	97.93%
1400 Materials	300	68.62	231	77.13%

Monthly YTD to Budget General Fund

Fort Frances

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
1500 Rents & Services	14,794		14,794	100.00%
Total 1810 Planning & Zoning	46,939	8,773.84	38,165	81.31%
Total Planning & Development	270,764	(23,749.67)	294,514	108.77%
Airport				
0660 Municipal Airport				
0330 Operational Revenue	(529,069)	(109,400.52)	(419,668)	79.32%
1101 Salaries, Wages, Benefits	341,526	93,109.78	248,416	72.74%
1200 Contracted Services	9,000	2,174.49	6,826	75.84%
1400 Materials	194,200	31,545.73	162,654	83.76%
1500 Rents & Services	27,761	30,098.96	(2,338)	(8.42%)
1600 Financial Services	4,400	351.68	4,048	92.01%
2910 Vehicle Expenses	6,914	5,620.51	1,293	18.71%
4606 Ford 710 Tractor		8,511.39	(8,511)	
5602 2024 Peterbilt Plow Truck		3,288.76	(3,289)	
5650 99 Intl Fuel Truck		474.98	(475)	
5651 2008 Chev Silverado		179.28	(179)	
Total 0660 Municipal Airport	54,732	65,955.04	(11,223)	(20.51%)
0661 Airport Building Maintenance				
1101 Salaries, Wages, Benefits	2,431	2,801.00	(370)	(15.22%)
1400 Materials	26,610	9,097.23	17,513	65.81%
1500 Rents & Services	15,500	1,731.96	13,768	88.83%
Total 0661 Airport Building Maintenance	44,541	13,630.19	30,911	69.40%
0662 Airport Grounds Maintenance				
1101 Salaries, Wages, Benefits	3,335		3,335	100.00%
1400 Materials	65,600	1,880.97	63,719	97.13%
1500 Rents & Services	5,000		5,000	100.00%
Total 0662 Airport Grounds Maintenance	73,935	1,880.97	72,054	97.46%
Total Airport	173,208	81,466.20	91,742	52.97%
Parks & Cemeteries				
1040 Fort Frances Cemetery				
0330 Operational Revenue	(723)		(723)	100.00%
2740 Grounds Maintenance	48,175	1,141.99	47,033	97.63%
2741 Building Maintenance	17,463	6,641.71	10,821	61.97%
2746 Interments	2,280		2,280	100.00%
2747 Grave Plot-Flower Care	59,093	(14.64)	59,108	100.02%
2748 Monument Maintenance	1,558		1,558	100.00%
Total 1040 Fort Frances Cemetery	127,846	7,769.06	120,077	93.92%
1041 Riverview Cemetery				
0330 Operational Revenue	(5,100)	(1,327.83)	(3,772)	73.96%
2740 Grounds Maintenance	63,642	5,102.85	58,539	91.98%
2741 Building Maintenance	14,166	3,093.33	11,073	78.16%

Monthly YTD to Budget General Fund

Fort Frances

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
2746 Interments	18,553	537.73	18,015	97.10%
2747 Grave Plot-Flower Care	164,843	(37.05)	164,880	100.02%
2748 Monument Maintenance	13,360		13,360	100.00%
Total 1041 Riverview Cemetery	269,464	7,369.03	262,095	97.27%
1610 Parks & Cemeteries Administrati				
0330 Operational Revenue	(63,000)	(21,971.52)	(41,028)	65.12%
0430 Operational Rev HST Ex	(25,000)		(25,000)	100.00%
1101 Salaries, Wages, Benefits	109,996	23,256.95	86,739	78.86%
1131 Private Work Charges (P&C)	1,368		1,368	100.00%
1200 Contracted Services	3,765	287.62	3,477	92.36%
1400 Materials	56,582	6,850.11	49,732	87.89%
1500 Rents & Services	74,634	51,779.86	22,854	30.62%
2910 Vehicle Expenses	39,342	14,406.95	24,935	63.38%
2912 Large Equipment Expenses	55,471	1,834.91	53,636	96.69%
2914 Small Equipment Expenses	24,973	4,810.82	20,162	80.74%
4420 2006 Cat Backhoe Loader		241.24	(241)	
4487 3046R-2021 JDCabbed Tractor		2,137.16	(2,137)	
5400 2001 Ford F350 One Ton		98.45	(98)	
5413 2014 Chevy Silverado		465.79	(466)	
5415 2017 Dodge Plow Truck		2,063.63	(2,064)	
Total 1610 Parks & Cemeteries Administrati	278,131	86,261.97	191,869	68.99%
1611 Point Park				
0330 Operational Revenue	(17,000)		(17,000)	100.00%
0430 Operational Rev HST Ex	(58,937)		(58,937)	100.00%
2740 Grounds Maintenance	50,942	1,940.43	49,002	96.19%
2741 Building Maintenance	24,995		24,995	100.00%
Total 1611 Point Park		1,940.43	(1,940)	
1612 Parks- Outdoor Facilities				
1101 Salaries, Wages, Benefits	232,067	31,565.88	200,501	86.40%
1400 Materials	26,500	3,056.24	23,444	88.47%
1500 Rents & Services	2,000	675.09	1,325	66.25%
Total 1612 Parks- Outdoor Facilities	260,567	35,297.21	225,270	86.45%
1613 Lions Millennium Park				
1101 Salaries, Wages, Benefits	8,590		8,590	100.00%
2740 Grounds Maintenance	5,752	85.86	5,666	98.51%
Total 1613 Lions Millennium Park	14,342	85.86	14,256	99.40%
1615 Rainy Lake Square				
1101 Salaries, Wages, Benefits	17,953	2,189.98	15,763	87.80%
1240 Municipal Buildings & Yards	5,426	1,839.02	3,587	66.11%
Total 1615 Rainy Lake Square	23,379	4,029.00	19,350	82.77%
1616 Legion Park/Spray Park				

Monthly YTD to Budget General Fund

Fort Frances

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
1101 Salaries, Wages, Benefits	39,587		39,587	100.00%
1240 Municipal Buildings & Yards	25,289	1,997.25	23,292	92.10%
Total 1616 Legion Park/Spray Park	64,876	1,997.25	62,879	96.92%
Total Parks & Cemeteries	1,038,605	144,749.81	893,855	86.06%
Total Fort Frances	0	(3,842,754.71)	3,842,755	
Total Fort Frances	0	(3,842,754.71)	3,842,755	

Monthly YTD to Budget Water Sewer

Water & Sewer

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
Water & Sewer				
Water				
0831 Water Treatment				
0330 Operational Revenue	(8,000)	(773.09)	(7,227)	90.34%
1101 Salaries, Wages, Benefits	251,010	78,616.28	172,394	68.68%
1200 Contracted Services	27,300	6,630.24	20,670	75.71%
1240 Municipal Buildings & Yards	155,071	33,211.35	121,860	78.58%
1400 Materials	230,093	84,163.71	145,929	63.42%
1500 Rents & Services	44,962	12,585.96	32,376	72.01%
1965 Water Storage Facility	46,515	10,321.48	36,194	77.81%
Total 0831 Water Treatment	746,951	224,755.93	522,195	69.91%
0832 Water Works Administration				
0330 Operational Revenue	(15,502)	(874.62)	(14,627)	94.36%
0430 Operational Rev HST Ex	(3,398,741)	(1,242,334.57)	(2,156,406)	63.45%
1101 Salaries, Wages, Benefits	329,178	51,603.09	277,575	84.32%
1200 Contracted Services	259,227	58,145.76	201,081	77.57%
1400 Materials	26,500	6,867.55	19,632	74.08%
1500 Rents & Services	156,125	75,050.61	81,074	51.93%
1620 Transfer to Reserve Funds	1,352,009	450,670.00	901,339	66.67%
1962 Service Connections	138,635	15,275.75	123,359	88.98%
1963 Water Meters/Bkflow Preventers	47,817	3,683.75	44,133	92.30%
1964 Water Mains	357,801	85,626.12	272,175	76.07%
Total 0832 Water Works Administration	(746,951)	(496,286.56)	(250,664)	33.56%
Total Water	0	(271,530.63)	271,531	
Sewer				
0811 Sanitary Sewer/Waste Water				
0430 Operational Rev HST Ex	(3,176,993)	(1,151,360.49)	(2,025,633)	63.76%
1101 Salaries, Wages, Benefits	278,374	28,364.25	250,010	89.81%
1200 Contracted Services	195,856	43,545.75	152,310	77.77%
1400 Materials	92,379	3,407.33	88,972	96.31%
1500 Rents & Services	86,951	50,267.04	36,684	42.19%
1620 Transfer to Reserve Funds	1,254,531	418,177.00	836,354	66.67%
1711 Sewermains	201,150	3,913.97	197,236	98.05%
1712 Service Connections	185,998	13,761.20	172,237	92.60%
Total 0811 Sanitary Sewer/Waste Water	(881,754)	(589,923.95)	(291,830)	33.10%
0812 Sewage Treatment Plant				
1101 Salaries, Wages, Benefits	265,347	99,198.70	166,148	62.62%
1200 Contracted Services	40,050	9,784.59	30,265	75.57%
1240 Municipal Buildings & Yards	115,931	29,572.84	86,358	74.49%
1400 Materials	193,700	54,072.89	139,627	71.98%

Monthly YTD to Budget Water Sewer

Water & Sewer

	2026	2026	\$ Variance	% Variance
	Council Approved	Actuals		
	Operating Budget	YTD to April		
1500 Rents & Services	79,855	14,921.89	64,933	81.31%
Total 0812 Sewage Treatment Plant	694,883	207,550.91	487,332	70.13%
0813 STP Lift Stations				
1101 Salaries, Wages, Benefits	38,177	2,778.11	35,399	92.72%
1240 Municipal Buildings & Yards	26,000	4,779.84	21,220	81.62%
1400 Materials	1,000	1,984.32	(984)	(98.43%)
1500 Rents & Services	121,694	3,253.00	118,441	97.33%
Total 0813 STP Lift Stations	186,871	12,795.27	174,076	93.15%
0815 Lift Station Emergency				
1500 Rents & Services		23,933.96	(23,934)	
Total 0815 Lift Station Emergency		23,933.96	(23,934)	
Total Sewer	0	(345,643.81)	345,644	
Total Water & Sewer	0	(617,174.44)	617,174	
Total Water & Sewer	0	(617,174.44)	617,174	

ADMINISTRATIVE REPORT

Subject: Contract Renewal for Fire Department Dispatching Services

Date: June 8, 2026

To: Mayor & Council

From: Wayne Riches, Interim Fire Chief

Item Number: AR-26-1096



ISSUE:

The Central Ambulance Communications Centre (CACC) is contracted to provide dispatching services to the Fort Frances Fire Department. This contract has expired and requires renewal.

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.

BACKGROUND:

The Town of Fort Frances switched to the Central Ambulance Communications Centre (CACC) in 2009, with dispatch services being provide from that time onward. Contracts are on a per call basis. There is no increase in the per call fee for the contract covering 2026-2030.

SUPPORTING DOCUMENTS:

[CACC Dispatch Services Agreement 2026-2030](#)

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 a 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. **Page 10 of 13**

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.

ADMINISTRATIVE REPORT

Subject: Procurement Policy Update

Date: June 8, 2026

To: Mayor and Council

From: Dawn Galusha, Treasurer

Item Number: AR-26-1094



ISSUE:

The Procurement Policy requires some minor changes in order to be more effective in obtaining bids on a variety of quotes, RFPs and RFTs.

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.

BACKGROUND:

Over the past year we been receiving a lesser number of bids. We have since started paying a one time fee for the Bids & Tenders portal so that each individual vendor does not pay for each bid. This should have a positive impact on receipt of bids.

Additionally, we have found that when certain RFPs or RFTs require a bid deposit, this can impact bidding. Some agencies have a difficult time providing these larger deposits and tying up their funds.

There are some small changes presented to the Procurement Policy. Notably:

- 2. (7) adding in The Buy Ontario Act as this is now legislation
- 3.4 (8) allowing the appropriate level of authority on all already budgeted purchases not exceeding \$100,000 (regardless of if it has arising through RFP), thus removing "other than purchases arising from an RFP"
- 5.3 (1)(d) Adding in: "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"
- 5.4.2 (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.
- 5.4.2 (4) This change allows the appropriate level of Administration (via Delegation of Authority) to award Request for Proposals, rather than ALL proposals being sent to Council.

Procurement Policy Update

- 8.1 adding in "Bid Deposit requirements shall not be required for procurement of professional services or where professional associations require firms to carry professional liability coverage."- this will encourage more bidding on this service.

ANALYSIS/OPTIONS:

The options are as follows:

1. 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.
2. THAT Council request further changes to the Procurement Policy as agreed to in the meeting.

EXISTING POLICY/BY-LAW:

Policy 1.12/ By-Law

FINANCIAL AND RESOURCE IMPLICATIONS:

All purchases are done through the use of Procurement. The impact of the changes are minor in nature, but are likely to provide better support to the team and the vendors.

INTERNAL AND EXTERNAL CONSULTATION:

Senior Leadership Team

SUPPORTING DOCUMENTS:

[Procurement Policy Update June 2026-1](#)



**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) [The Buy Ontario Act \(Public Sector Procurement\), 2025, S.O. 2025, c.27, Sched. 1](#);

~~(f)~~(h) The Canadian Free Trade Agreement (CFTA);

~~(e)~~(i) The Canada-European Union Comprehensive Economic and Trade Agreement (CETA);

(j) The Ontario-Quebec Trade and Cooperation Agreement;

~~(h)~~(k) Any successor federal or provincial legislation, regulations, trade agreements or agreements governing municipal procurement in Ontario; and

~~(i)~~(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's 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.

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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.

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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.

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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.

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- (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;

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- (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

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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 notwithstanding 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.

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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.

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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,

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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.

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- (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,

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- 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).

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- **“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

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- 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.

ADMINISTRATION & FINANCE

- (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.

PROCUREMENT

- (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.

ADMINISTRATIVE REPORT

Subject: Report on snake species allowance.
Date: June 8, 2026
To: Mayor and Council
From: Clinton Gray, By-Law Enforcement Officer
Item Number: AR-26-1092



ISSUE:

Investigation into ball python exemption request

RECOMMENDATION:

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

BACKGROUND:

This report is in response to the Snake Species Allowance letter brought to council April 13 2026.

Administration has reviewed the request to permit ball pythons as household pets within the municipality and does not recommend amending the current prohibited animal provisions.

While ball pythons are generally regarded as non-venomous and relatively docile reptiles, the issue extends beyond the temperament of a single species. Municipal regulation of exotic animals must consider broader concerns related to public safety, animal welfare, enforcement practicality, environmental responsibility, and the long-term administrative impact on the municipality.

A significant concern relates to animal welfare and the availability of appropriate care resources. Ball pythons require specialized housing, heating, humidity regulation, feeding, and veterinary services that are not commonly available in smaller or northern municipalities. In situations where an animal is surrendered, abandoned, escapes, or the owner becomes unable to provide proper care, the municipality has limited capacity to respond appropriately. The Fort Frances shelter and pound facility is not equipped to house or care for exotic reptiles, and access to veterinarians specializing in reptiles and exotic animals may be limited or unavailable. Similar concerns have been identified by animal welfare organizations and municipalities reviewing comparable requests.

Administration also recognizes concerns regarding the broader exotic pet trade. Even where captive breeding exists, there remains limited ability for municipalities to verify sourcing practices or ensure animals have been obtained through ethical and sustainable means. Wildlife organizations have identified concerns regarding the normalization of exotic pet ownership and the potential indirect impact on wild populations through continued demand.

Although the likelihood of a ball python surviving outdoors in Northwestern Ontario is low, escaped or abandoned exotic animals may still create public concern, place strain on municipal resources, and negatively impact local wildlife or ecosystems. Municipal animal control services are not trained or equipped to safely

Report on snake species allowance.

capture and manage exotic reptiles. Any exemption would therefore create additional enforcement and operational challenges for by-law enforcement staff.

From a regulatory perspective, maintaining a clear and consistent prohibited animal list is preferable to introducing species-specific exemptions. Once exemptions begin to be made for individual exotic species, municipalities may face increasing pressure to permit additional reptiles or exotic animals, resulting in a more complex and difficult-to-enforce regulatory framework. Consistency in the by-law supports ease of interpretation, fairness in enforcement, and reduced administrative burden.

Administration further notes that many Ontario municipalities including Thunder Bay, Dryden, Kenora, Marathon and Sault Ste. Marie, continue to prohibit exotic reptiles, including pythons, through animal control or exotic animal by-laws. Maintaining the current restrictions aligns Fort Frances with the cautious approach commonly adopted by municipalities prioritizing public safety, animal welfare, and practical enforcement considerations.

Based on the above considerations, Administration recommends maintaining the current prohibition on ball pythons within the municipality and not proceeding with an exemption to the animal control by-law at this time.

ANALYSIS/OPTIONS:

Option 1 - The recommendation

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

Option 2 - Bring back a feasibility report

To go with this option, defeat the motion on the floor and make this oral motion:

THAT Council direct Administration to bring back a feasibility report including required supports, financials, and other considerations which would be required to allow ball pythons.

EXISTING POLICY/BY-LAW:

By Law 50-17 License and Regulate the Keeping of Animals.

INTERNAL AND EXTERNAL CONSULTATION:

World Animal Protection - Erin Ryan Wildlife Campaign Manager
City of Thunder Bay report on denying ball python exemption

SUPPORTING DOCUMENTS:

[Letter to Thunder Bay 2025-10-21](#)



October 21, 2025

City of Thunder Bay
Mayor and Members of Council

Via email

Dear Mayor and Members of Council,

Reference: Deny exemption request to Animal Keeping By-law re: ball pythons

I am writing to support and encourage you to deny the October 14th [request to exempt ball pythons](#) from Thunder Bay's Animal Keeping By-law.

I support the comments made by both [Mayor Boschhoff](#) and [Keri Greaves](#), Commissioner of Corporate Services, that such an exemption would pose challenges the city is not prepared to handle, and compromise the existing protections Thunder Bay has in place to safeguard animal welfare and conservation.

Municipal impacts

As [noted by Commissioner Keri Greaves](#), Thunder Bay's current infrastructure is not equipped to manage an exemption for ball pythons. The city currently lacks the capacity to identify, seize, or house exotic reptiles, and enforcement would be entirely complaint-driven. Municipal kennel facilities are already near capacity and primarily designed for dogs and cats. Introducing ball pythons would require new protocols, staff training, and facilities – tax-payer funded resources that are not currently allocated.

Conservation concerns

[Ball pythons are listed as "Near Threatened"](#) by the International Union for Conservation of Nature (IUCN), and [Appendix II](#) on the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) as species that may become threatened unless trade is closely controlled.

Their populations are declining in the wild due to poaching and exploitation for the exotic pet trade. There is no way for a prospective owner to verify whether a seller is directly or indirectly exploiting wild populations.

There is also a risk that granting this exemption would contribute to normalizing exotic pet ownership and risk further exacerbating wildlife trade issues. As [Mayor Boschhoff said](#), "it creates an attitudinal situation where people think that this is okay to [have them]. (...) Do you not think that it creates a callousness to what is happening in the world on this kind of pet trade?"

Animal welfare concerns

Exotic animals are not domesticated like cats, dogs, or domesticated rabbits. They retain the same instincts and complex needs as their wild counterparts – needs that are extremely difficult to meet in captivity. Despite marketing efforts to the contrary, most species of snake are rated as “difficult” or “extreme” to care for using the [EMODE pet score](#), a science-based, free online tool developed by biologists and veterinarians.

Our understanding of how complex these species are is rapidly growing. Substantial evidence has invalidated the previously conceived notion that reptiles and amphibians are predominantly unsocial, sedentary creatures, and do not need complex habitats. Even zoos with expert staff often struggle to meet the needs of these animals. Pet owners are even less likely to have the space, equipment and knowledge to provide proper care.

Animals are frequently surrendered or abandoned when owners can't meet their animals' needs. There are few exotic animal rescues and sanctuaries in Canada. These few specialized facilities – and even larger animal shelters – are already overwhelmed and lack capacity for new intakes. Without anywhere else to turn to, overwhelmed owners may resort to abandoning their pet in the wild. Situations just like this have resulted in the spread of invasive species like red-eared sliders and American bullfrogs in Canada. If they're not able to survive, the abandoned animals will suffer until they eventually succumb to starvation, disease or exposure.

Public health and safety

Ball pythons are non-venomous, but they can still bite and constrict when stressed. Bites can result in infections and other complications, and constrictions can be dangerous for children left unsupervised. Due to the risk of zoonotic disease, [Health Canada recommends](#) that children under 5, pregnant women, adults over 65, and immunocompromised people don't interact with reptiles and amphibians.

Reptiles and the rodents used to feed them can carry *Salmonella* bacteria, even if they appear healthy and show no signs of illness. Between 2019 and 2021, an [outbreak of Salmonella linked to pet snakes](#) infected 106 people across 7 provinces resulting in 7 hospitalizations. World Animal Protection has detailed just a few recent [cases of Salmonella illness linked to exotic pets](#) between 2012 and 2024.

Municipal resolution

Ontario is the only province that does not licence or control the keeping of non-native (“exotic”) wild animals, downloading the responsibility to municipalities to create their own bylaws. World Animal Protection, with support of AMO, AMCTO and MLEOA, is asking [municipalities to support and adopt a resolution to regulate the keeping of exotic wild animals in Ontario](#).

In addition to denying this request for an exemption to your municipal bylaw, I also **encourage the City of Thunder Bay to consider adopting our municipal resolution**, calling on the province to take leadership on this issue.

World Animal Protection Canada resources:

- [Risky business: The unregulated exotic pet trade in Canada](#)
- [Trading animals and diseases: Canada's role in the global commercial wildlife trade](#)
- [Care guide and animal welfare analysis of commonly kept reptile and amphibian species](#)
- [World Animal Protection municipal resolution](#)

If you have any questions about this letter, the resources we have provided, or the municipal resolution, please don't hesitate to contact me. Thank you for your consideration.

Sincerely,

Erin Ryan
Wildlife Campaign Manager
World Animal Protection Canada
E: erinryan@worldanimalprotection.ca
T: 416-369-0044 x107

ADMINISTRATIVE REPORT

Subject: Award of RFP 2026-OF-08 - MSC Solar Design

Date: June 8, 2026

To: Mayor and Council

From: Travis Rob, Infrastructure and Growth Manager

Item Number: AR-26-1099



ISSUE:

Council needs to award a contract for the structural, electrical and array design works associated with the solar installation at the Memorial Sports Centre

RECOMMENDATION:

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.

STRATEGIC PLAN ALIGNMENT:

While this project does not directly relate to a strategic priority outlined in the Town of Fort Frances' Strategic Plan, the underlying goal of this installation is to dramatically reduce the utility costs associated with the Town's most energy intensive building. This will directly impact the operating budget providing cost relief to support other initiatives.

BACKGROUND:

In fall of 2025, the Town of Fort Frances was successful in a funding application for the installation of a 500kW rooftop solar installation at the Memorial Sports Centre as a means of load shedding at that site reducing operating costs going forward. Parallel with that administration had been looking at the existing inadequate standby power system at this site and the fact that it is a designated emergency evacuation centre without standby power. Through the Microgrid Feasibility Study, the idea of onboarding individual sites as small microgrids as we work towards the goal of a community wide development.

When the funding was applied for the idea of a microgrid was not yet fully formed and was therefore not a consideration in the application. At this stage, however, we are being sure to consider future installation of battery energy storage solutions and diesel standby power systems as well as control such that the facility would be able to generate its own power supply, and even potentially provide power to the grid.

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

With this in mind, administration put out an RFP for the structural, electrical and array design works to determine which roof areas could accept solar PV installations, how those installations would be arranged and how the electrical system would connect with the main distribution system to provide the load shedding benefits.

ANALYSIS/OPTIONS:

On Tuesday June 2, 2026 proposals were opened publicly in the Committee Room of the Civic Centre. 29 packages were picked up with a total of six (6) proposals submitted. The below table summarizes the submission costs.

Firm	Bid Price	HST	TOTAL PRICE
Exactus Energy	\$ 52,350.00	\$ 6,805.50	\$ 59,155.50
QPA Solar	\$ 56,500.00	\$ 7,345.00	\$ 63,845.00
Sirius Power	\$ 79,380.00	\$ 10,319.40	\$ 89,699.40
TBTE	\$ 95,000.00	\$ 12,350.00	\$ 107,350.00
Powertec Solar	\$ 99,500.00	\$ 12,935.00	\$ 112,435.00
Mulvey and Bananilnte	\$ 122,500.00	\$ 15,925.00	\$ 138,425.00

Proposals were reviewed against a scoring matrix with Exactus Energy scoring the highest. All firms had similar schedules for the delivery of issued for complete design packages. Exactus has completed the design of thousands of installations with numerous 400 - 900 kW rooftop installations on municipal buildings in Ontario.

FINANCIAL AND RESOURCE IMPLICATIONS:

The total budget allocation for this project is \$1.3M with the design costs accounting for 4% of the total project costs. This is well in line with industry standards for design works of large construction projects.



ADMINISTRATIVE REPORT

Subject: Unbudgeted Capital request for the installation of utility mains to Shevlin Yard

Date: June 8, 2026

To: Mayor and Council

From: Travis Rob, Infrastructure and Growth Manager

Item Number: AR-26-1095



ISSUE:

Council has committed a portion of Shevlin Yard Lands to a developer with intention to develop later this summer, however no consideration was given to getting services into the property in the 2026 approved Capital Budget.

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 from Corporate Projects reserve fund and \$478,741.22 funded from Sewer and Water Reserve Fund.

STRATEGIC PLAN ALIGNMENT:

Economic Growth - Initiatives for Developing Shevlin Wood Yard, former Mill Site and Available Serviced Land.

BACKGROUND:

On October 27, 2025 Council passed a bylaw to enter into an option agreement for a portion of the Shevlin Yard property. The option agreement makes no mention to servicing of the property for the first or second phase of development. On November 10, 2025 the Infrastructure and Growth Manager was made aware of the development when asked to keep the development area clear of winter snow storage to allow for geotechnical investigation to be completed over the late fall. The Town's final 2026 Capital Budget was approved on December 23, 2025. At a teams meeting held with the developer January 9, 2026 the Infrastructure and Growth Manager started to hear that the land was promised to be serviced. Administration worked with the retained designer to advance linear and site design works forward to provide enough clarity in servicing options in order to be at a position to develop a cost estimate for the installation of the required infrastructure to service the development.

ANALYSIS/OPTIONS:

This property fronts Scott Street, a Connecting Link Highway that was fully reconstructed in 2020. At that time, main line infrastructure was increased in capacity to support the future development of the Shevlin Yard site

Unbudgeted Capital request for the installation of utility mains to Shevlin Yard

and main line connections were stubbed into the property to support watermain looping through the development. At the time of road reconstruction, no design on linear infrastructure had been completed so no stubs were added at the Reid Avenue intersection. The installation of tie ins at this intersection would require the majority of the intersection to be dug up to facilitate that work, which would align with the alterations required for grading and drainage of a four leg intersection as opposed to a three leg intersection so servicing at the time of roadway construction makes sense.

Because Infrastructure and Growth was not meaningfully involved in discussions until after the approval of the 2026 capital budget, no funds were allocated to support the installation of services to this site to support the development. Administration plans to put out a tender to undertake the intersection re-work and install sanitary and watermain stubs from Scott Street south to the first manhole, approximately 90m including a service set for the development.

The below cost estimate is broken down into the three funding areas we would be looking to pull these funds from, with Road Construction coming from Corporate Projects Reserve, Watermain and Sanitary Sewer coming from the Sewer and Water Reserve funds.

Main Extension Cost Estimate:

Area	Estimated Cost	Town's portion HST	Total Cost
Road Construction	\$175,754.15	\$3092.74	\$178,816.89
Watermain	\$177,832.92	\$3129.86	\$180,962.78
Sanitary Sewer	\$292,628.18	\$5150.26	\$297,778.44
TOTAL	\$646,185.25	\$11,372.86	\$657,558.11

The work included in the above costs would be for all of the work in the intersection, regrading, reinstating the curb and gutter, including curb radii and repaving of the Reid Avenue intersection, extending the sanitary and watermains south to proper terminations and backfilling the area within the site with native materials. Road excavation, grading and granular materials, curb and gutter, asphalt, power distribution, street lighting, telecommunications and natural gas installations would not be part of this work.

Alternatively the main stubs found farther down the property could be extended to the west, taking a service easement across the front of the properties they affect. This is not the recommendation of Administration as this would mean that the Town would have dual mains along Scott Street dramatically increasing long term maintenance and replacement costs. Further option one would still need to be completed at some time in the future as these connections are critical requirements to support further development on this site. Option 2 would also have the development on a dead end watermain which may result in long term water quality issues or require additional looping in the future at additional costs. The below cost estimate is provided for comparison.

Option 2: Dual Main Cost Estimate:

Unbudgeted Capital request for the installation of utility mains to Shevlin Yard

Area	Estimated Cost	Town's portion HST	Total Cost
Watermain	\$108,742.07	\$1913.86	\$110,655.93
Sanitary Sewer	\$300,421.27	\$5287.41	\$305,708.68
TOTAL	\$409,163.33	\$7201.27	\$416,364.61

If council wishes to proceed with the parallel main option, the motion should be defeated and a new motion put on the floor:

THAT Council approval of report AR-26-1095 will approve installing dual parallel water and sewer mains along Shevlin Yard west to service the proposed development.

AND THAT a service easement be registered along that section of the property during the sale process to maintain access for maintenance and repair of the secondary water and sanitary mains.

Alternatively Council could defer any work for servicing until the passing of the 2027 capital budget which would include these service works and potential grant allocations as consideration through that process. If Council wishes for this option, they should defeat the motion and a new motion put on the floor:

THAT Council defer the servicing of Shevlin Yard to the 2027 capital budget process.

FINANCIAL AND RESOURCE IMPLICATIONS:

In addition to the above noted costs, it is unclear at this point if the developer or the Town has reached out to third party providers. Historically, the Town has been required to pay for the extension to power services and some telecommunications. At this point, the installation of sanitary and watermains are the longest delivery as we still have to finalize design once a direction and funding is secured, tender for the work and undertake the installations. Discussions will continue on the other services required and if those costs will be borne by the developer or the Town.

Grant opportunities are limited to support this development with Administration applying to three housing related infrastructure grants unsuccessfully in the recent past. The majority of infrastructure funding we receive is related directly to the rehabilitation or repair of existing infrastructure and expansion of new infrastructure is not eligible.

INTERNAL AND EXTERNAL CONSULTATION:

Dawn Galusha - Treasurer

ADMINISTRATIVE REPORT

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

Date: June 8, 2026

To: Mayor and Council

From: Travis Rob, Infrastructure and Growth Manager

Item Number: AR-26-1102



ISSUE:

Administration is looking to proceed with the construction of a covered rink structure at the East End Rink and has reached out to the steel structure supplier for supply and costing updates for planning purposes.

RECOMMENDATION:

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

BACKGROUND:

In January of 2026, Administration brought forward report [AR-26-0994](#) to award RFP 2025-OF-15 for covered rink structures for primarily McIrvine Rink, however provisional pricing was requested for East End Rink to realize cost savings from multiple installations. At that time funding was underway, but unknown. Administration is now looking to proceed with securing the second structure.

ANALYSIS/OPTIONS:

Administration reached out to the steel supplier for McIrvine Rink to inquire about delivery planning for construction and order/supply of boards, slab, foundation etc. In doing so, Northern Flow committed to honouring their steel structure pricing for the second unit, however the cost of shipping has changed dramatically so would be TBD upon completion of manufacturing. It is estimated that, provided the structure is ordered ASAP, delivery would be in October with erection prior to the ice season for 2026. Northern Flow was the lowest price supplier compared to the 6 firms who supplied bids.

Alternatively Council could choose to re-tender for the second structure to test the market and see if there was change. This would push delivery and construction to summer 2027. If Council wishes for that, the resolution should be defeated and changed to:

THAT Council approval of report AR-26-1102 would direct administration to issue a tender for the supply and installation of a steel roof structure over the East End Outdoor Rink for installation in 2027.

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

FINANCIAL AND RESOURCE IMPLICATIONS:

Currently we are completing the design of the foundation and slab, so tenders for that work would be issued for both sites, hopefully gaining better pricing. A second board package is being secured through the Canoe Procurement Group at an increase in cost of \$7610.

The below table outlines the cost estimates based on this structure and estimated costs for this project.

	East End Rink
Roof Structure	\$ 516,703.93
Slab Design	\$ 10,176.00
Slab Construction (estimate)	\$ 300,000.00
Dasher Boards	\$ 113,600.00
Lighting (estimate)	\$ 30,000.00
TOTAL	\$ 970,479.93
Budget	\$ 700,000.00
Shortfall	\$ 270,479.93

In discussions with Dawn Galusha, Treasurer, it is suggested that the budget shortfall be funded through the Corporate Projects Reserve.

INTERNAL AND EXTERNAL CONSULTATION:

Dawn Galusha - Treasurer

Marcel Michaels - CAO





The Corporation of the Town of Fort Frances By-Law 39-26

Being a By-Law to approve an automatic aid agreement with Township of Alberton, Township of Chapple, Township of Emo and Township of LaVallee to provide and/or receive fire protection services.

WHEREAS Section 9 of the *Municipal Act, 2001 as amended* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act, and

WHEREAS on May 25, 2026 Council received report AR-26-1091 from Interim Fire Chief Wayne Riches which recommended the renewal of the Automatic Aid Agreement with the adjacent municipalities to provide and/or receive fire protection services;

WHEREAS Council deems it expedient to enter into a renewed Automatic Aid Agreement with the Townships of Alberton, Chapple, Emo, and LaVallee.

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

1. THAT the Automatic Aid Agreement with Township of Alberton, Township of Chapple, Township of Emo and Township of LaVallee in the form of Schedule "A" attached hereto and forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

2. THAT By-Law 39-19 be hereby repealed upon passage and enactment of this By-law and agreement.

ENACTED and **PASSED** this 8th day of June, 2026.

Chelsea Greig, Municipal Clerk

Andrew Hallikas, Mayor

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF ALBERTON, CHAPPLE, EMO, LA VALLEE, AND THE TOWN OF FORT FRANCES

THIS AGREEMENT made this day of , 2026.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ALBERTON,

THE CORPORATION OF THE TOWNSHIP OF CHAPPLE,

THE CORPORATION OF THE TOWNSHIP OF EMO,

THE CORPORATION OF THE TOWNSHIP OF LA VALLEE

And The CORPORATION OF THE TOWN OF FORT FRANCES

(herein collectively referred to as the "Parties")

WHEREAS Section 2(6) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, authorizes a municipality to enter into an automatic aid agreement with other municipalities to provide and/or receive fire protection services;

AND WHEREAS the Townships of Alberton, Chapple, Emo, La Vallee & The Town of Fort Frances operate fire protection services and manage assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act, 1997*, through their respective fire departments;

AND WHEREAS each of The Townships Alberton, Chapple, Emo, La Vallee & The Town of Fort Frances are willing and prepared to make available fire protection services to the municipality requesting service via automatic aid and in coverage situations on certain terms and conditions;

NOW THEREFORE, in consideration of the mutual covenant's conditions, considerations and payments herein contained, the respective Councils for the Townships of Alberton, Chapple, Emo, La Vallee & Town of Fort Frances mutually agree as follows:

1. Definitions for the purpose of this Agreement:

- a) **"Designate"** means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
- b) **"Automatic Aid Agreement Services Fees"** means the current MTO provincial rate per apparatus.
- c) **"Alberton Volunteer Fire Department"** means the Township of Alberton Volunteer Fire Department, herein referred to as AVFD. (District Station #9).
- d) **"Emo Fire & Emergency Service"** means the Township of Emo Fire & Emergency Service, herein referred to as EFES. (District Station #7)

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF ALBERTON, CHAPPLE, EMO, LA VALLEE, AND THE TOWN OF FORT FRANCES

- e) **“Chapple Fire & Emergency Service”** means The Township of Chapple Fire & Emergency Service, herein referred to as CFES. (District Station #5 South and #5 North)
- f) **“La Vallee Fire & Emergency Service”** means the Township of La Vallee Fire & Emergency Service, herein referred to as LFES. (District Station #8)
- g) **“Fort Frances Fire & Rescue Service”** means the Town of Fort Frances Fire & Rescue Service, herein referred to as FFRS (District Station #11)
- h) **“Incident Commander”** means the person in command of an incident, also referred to in this Agreement as IC.
- i) **“Fire Protection Services”** means and includes the activities defined in the *Fire Protection and Prevention Act*, more particularly described as including fire suppression, rescue and emergency services, and the delivery of all those services as described below.
- j) **“Sufficient Resources”** means staffing and equipment to provide a response that meets the most current OFM guidelines for the particular emergency type.
- k) **“Limited Services”** refers to a variation of services differentiating from the norm as a result of extenuating circumstances, including but not limited to, levels of training, resources available, environmental variables, obstructions, roads, public highways, remote properties, private roadways, lanes, drives, and access.

2. Automatic Aid:

- a) This Agreement is intended to be used on a day to day basis in order to meet the following objectives:
 - (i) Ensuring the provision of equipment and personnel, which are neither practical nor reasonable for each Fire Service to provide due to economic and other conditions inherent to their provision.
 - (ii) Provide the Town of Fort Frances assist tanker support coverage for areas that are not hydrant protected, as deemed required by the Incident Commander. In the event of a hydrant system failure, the coverage would also be provided to those areas.
 - (iii) Provide the Townships of Alberton, Chapple, Emo, and La Vallee assist coverage for areas/situations that may require an aerial ladder apparatus, as deemed required by the Incident Commander.
 - (iv) Provide the Township of Alberton, Chapple, Emo, and La Vallee assist coverage for areas/situations that may require ice/water rescue related emergency services, as deemed required by the Incident Commander.
 - (v) Provide the Township of Alberton a water supply from fire hydrants, as deemed required by the Incident Commander.

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF ALBERTON, CHAPPLE, EMO, LA VALLEE, AND THE TOWN OF FORT FRANCES**3. Conditions of Response**

- a) Each municipality is responsible to its own taxpayers first and, as such, may refuse to supply response if its Fire Service personnel, apparatus, and or equipment are required in its own jurisdiction at the time of an incident, or in the event it deems that another Fire Service cannot provide sufficient coverage to its jurisdiction for the duration of the incident response.
- b) In the event an incident occurs in the jurisdiction of a Fire Service that is assisting another, the applicable Commanding Officer or designate may order the release of any or all personnel, apparatus and/or equipment of their Service.
- c) Conditions a and b above will be decided by the assisting Fire Service as per the chain of command.

4. Conditions of Agreement

- a) This Agreement shall remain in force until any of the Parties provides written notice of termination to all other Parties not less than six months prior to the desired date of termination.
- b) This Agreement may be amended only by way of a written Addendum signed by all Parties to this Agreement. The Agreement or may be repealed and replaced with a revised Agreement at any time upon formal authorization by by-law by the Council of each participating party to same.
- c) In the event that there may be any dispute between the Parties to this Agreement, or any of them, with respect to any matter contained in this Agreement, including but not limited to the interpretation of this Agreement, such dispute shall be submitted to the respective Party. Negotiations regarding any dispute will be initiated by both Parties.
- d) In the event that there may be any dispute between the Parties to this Agreement, or any of them, with respect to any matter contained in this Agreement, including but not limited to the interpretation of this Agreement, and negotiation between the Parties has not resolved the dispute within sixty days of initiating negotiations, such dispute shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O 1990 c. M. 48, and the decision rendered in respect of such proceedings shall be final and binding upon the disputing Parties.
- e) If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act*, then the Parties hereto shall agree to the selection of a single arbitrator, and failing agreement on the selection of an arbitrator, such arbitrator

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF ALBERTON, CHAPPLE, EMO, LA VALLEE, AND THE TOWN OF FORT FRANCES

shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, S.O. 1991 c. 17, or pursuant to any successor legislation.

- f) Cost for an arbitrator will be split even (50% cost sharing arrangement) between the disputing Parties.

5. Billing Conditions

- a) The Fire Chief of the responding municipality, or designate, shall notify the municipal Treasurer or designated person when any billable service has been provided by that municipality's Fire Service under this Agreement.
- b) Billings under this Agreement will be issued by the municipal Treasurer or designated person for a responding Fire Service during the month after such services are provided. Billing shall be at the current MTO provincial rate per apparatus.
- c) Water supplied from Town of Fort Frances (TOFF) fire hydrants for fire response shall be billed at the TOFF metered non-resident rate.
- d) Tanker water supplied to the Town of Fort Frances (TOFF) for fire response shall be billed at the TOFF metered non-residential rate.
- e) The Parties receiving a bill for services under this Agreement shall remit payment of same upon receipt.

6. Legal

- a) This Agreement shall come into force and effect on the date of passing of a by-law approving same by Councils of the respective Parties hereto.
- b) This Agreement shall be reviewed by the Parties at least once every five years, or on request of any Party hereto.
- c) If for any reason, any section, clause or provision of this Agreement is declared to be inconsistent or is declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof and shall be deemed to be severed from this Agreement.
- d) Due to the reliance of all Parties on volunteer firefighters, the topographic and geographic configuration of the respective jurisdictions, the level of firefighter training in the area on any given day, limited levels of equipment, available resources, and other constraints, the services described in this by-law are provided as "Limited Services" as defined in Section 1 of this Agreement.
- e) The Parties hereto shall not accept, sustain or incur liability for the delay or inability of their respective Fire Services to supply any of the services under this Agreement due to

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF ALBERTON, CHAPPLE, EMO, LA VALLEE, AND THE TOWN OF FORT FRANCES

the provision of its approved services as Limited Services or due to the existence of unsafe conditions encountered enroute, environmental factors and impeded access.

- f) No liability shall attach or accrue to the Parties or any of them under this Agreement by reason of any injury or damage sustained by personnel, apparatus, and/or equipment of the Fire Service while engaged in the provision of fire protection services to any area outside of the municipal jurisdictions of the Parties.
- g) That this Agreement may be cited as the "Alberton, Chapple, Emo, La Vallee & Fort Frances Automatic Aid Agreement".

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their authorized signatories.

The Corporation of the Township of Alberton

Mayor (seal)

CAO/Clerk-Treasurer

WE HAVE AUTHORITY TO BIND THE CORPORATION

The Corporation of the Township of Chapple

REEVE (seal)

CAO

WE HAVE AUTHORITY TO BIND THE CORPORATION.

The Corporation of the Township of Emo

MAYOR (seal)

CAO

WE HAVE AUTHORITY TO BIND THE CORPORATION.

The Corporation of the Township of La Vallee

REEVE (seal)

CLERK-TREASURER

WE HAVE AUTHORITY TO BIND THE CORPORATION.

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF ALBERTON, CHAPPLE, EMO, LA VALLEE, AND THE TOWN OF FORT FRANCES

The Corporation of the Town of Fort Frances

MAYOR

(seal)

CLERK

WE HAVE AUTHORITY TO BIND THE CORPORATION.



The Corporation of the Town of Fort Frances By-Law 40-26

Being a By-Law of the Town of Fort Frances to adopt the new Vacation Policy for Non-Union Employees.

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

WHEREAS Section 10 (1) of the *Municipal Act, 2001, c. 25* as amended, authorizes a single-tier municipality to provide any service of thing that the municipality considers necessary or desirable for the public; and

WHEREAS the Corporation of the Town of Fort Frances wishes to authorize the adoption of the new Vacation Policy for Non-Union Employees; and

WHEREAS Council received and approved Report AR-26-1089 on May 25, 2026 titled "New Vacation Policy" and

WHEREAS Council now deems it expedient to adopt the new Vacation Policy for Non-Union Employees.

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

1. That Council adopts the new Vacation Policy for Non-Union Employees as per the Schedule 'A' attached hereto and forming part of this by-law.
2. THAT this by law shall come into force and take effect on the final passing thereof.

ENACTED and **PASSED** this 8th day of June, 2026.

Chelsea Greig, Municipal Clerk

Andrew Hallikas, Mayor



FORTFRANCES

VACATION POLICY FOR NON-UNION EMPLOYEES

HUMAN RESOURCES 3.XX

POLICY

Created: 2026-05-25

Authorized:

Superseded: Policy 3.10

VACATION POLICY FOR NON-UNION EMPLOYEES

1. PURPOSE

This policy updates the Town's vacation entitlements to better reflect current workforce expectations, promote employee well-being, and support talent attraction and retention. It ensures that employees are provided with paid time off for rest and leisure in recognition of their contributions.

The Town encourages employees to take their annual vacation within the year it is earned to rest, recharge, and disconnect from work.

These entitlements exceed the minimum standards set out under the Ontario *Employment Standards Act, 2000*.

2. SCOPE

This policy shall apply to all permanent full-time and permanent part-time non-union employees.

Unionized employees shall be governed under their collective agreements.

Contract/term employees are directed to the terms of their employment contract.

3. DEFINITIONS

- Calendar year: January 1 to December 31 of the same calendar year.
- Entitlement: This indicates the annual vacation entitlement provided to an employee, which is determined by their accumulated years of completed service.
- Full-time Employees: Are employees that work at least 35 or 40 regular hours per week. They are staff members who hold a position that is indefinitely budgeted as part of the staffing plan.
- Interim Employee: Are employees who are hired on a temporary, casual, or 'as required' basis to provide coverage for regular full-time, regular part-time, or seasonal positions
- Management Employee: Is an individual employed by the Town who has responsibility and authority for supervising staff and/or directing municipal operations. Management employees exercise independent judgment in the administration of services and may be responsible for leadership within a department or a division.

HUMAN RESOURCES

- **Non-Management Employee:** Is an individual employed by the Town who does not have supervisory, managerial, or decision-making authority over other employees or municipal operations.
- **Part-time Employee:** Is a permanent employee working less than 35 hours per week.
- **Seasonal Employee:** These employees are employed on a short term 'as required' basis for a certain number of months per calendar year
- **Service:** This refers to the total number of calendar years an individual has worked with the Town. It includes hours accumulated in full-time, part-time, and casual positions.
- **Years of service:** Is based on the hire date.

4. VACATION ENTITLEMENT

All permanent full-time non-union employees accumulate vacation credits, based on their years of service effective each calendar year, as per the tables below.

For permanent part-time and seasonal employees, the length of service shall be calculated as the equivalent annual hours of a similar full-time position.

Non-Management Employees Point Band 1-11		
Completed Service		Vacation Entitlements in Weeks
First year of employment		Pro-rated at 3 weeks
1 year	Less than 3 years	3 weeks
3 years	Less than 8 years	4 weeks
8 years	Less than 13 years	5 weeks
13 years	Less than 18 years	6 weeks
18 years		7 weeks

capped 7 weeks

Management Employees Point Band 8-17		
Completed Service		Vacation Entitlements in Weeks
First year of employment		Pro-rated at 4 weeks
1 year	Less than 3 years	4 weeks
3 years	Less than 8 years	5 weeks
8 years	Less than 14 years	6 weeks
14 years		7 weeks

capped 7 weeks

VACATION POLICY FOR NON-UNION EMPLOYEES

1. Vacation time earned up to December 31st of the first year of employment shall be pro-rated for all new employees.
2. Only actively working permanent employees are entitled to paid vacation and personal care days.
3. An employee who is entitled to a vacation increment shall be entitled to it as of the beginning of the calendar year in which they would receive it.
4. Casual employees will receive vacation pay as per legislation.

5. UTILIZATION AND SCHEDULING

1. Employees must submit vacation requests in writing to their supervisor and obtain written approval before finalizing plans.
2. Vacation will be scheduled by management, subject to operational considerations, between January 1st and December 31st of a vacation year.
3. Changes to the approved vacation schedule are at the discretion of management.
4. Rescheduling due to illness or injury: Where an employee's scheduled vacation is interrupted due to a serious illness requiring an employee to be admitted as an in-patient to a hospital or quarantined, the period of hospitalization or quarantine will be paid as sick leave, not vacation, provided the employee has submitted an acceptable medical note/certificate to their supervisor and the Human Resources Manager.

6. VACATION CARRY OVER

1. Employees may carry over up to five (5) days of unused vacation to the following calendar year, provided they have taken at least the minimum vacation required under the *Employment Standards Act, 2000*.

Years of Service	Vacation Time	Vacation Pay
Less than 5 years	2 weeks (10 days)	4% of gross wages
5 years or more	3 weeks (15 days)	6% of gross wages

ESA minimum vacation

HUMAN RESOURCES

2. Any carryover exceeding five (5) days must be approved by both the employee's Division Manager and the Chief Administration Officer (CAO).
3. If an employee is asked in writing by their Division Manager or the CAO to defer any portion of their vacation entitlement beyond the minimum required under the *Employment Standards Act, 2000* due to operational needs, they may carry over more than five (5) days of unused vacation to the following year.
4. Any vacation entitlement carried over from the current vacation year to the next vacation year must be used by December 31 of the next year or forfeited.
5. In rare circumstances (such as exceptional travel opportunities or significant family-related situations) an employee may be permitted to carry over ten (10) or more days of vacation entitlement to the following year provided that they have:
 - Taken the Employment Standards Act, minimum; and
 - Obtained the approval of their Division Manager by December 1 of the current year.

Requests greater than ten (10) days will also be reviewed by their Division Manager and the CAO.

7. VACATION ENTITLEMENT CAP

Vacation entitlement is capped at a maximum of seven (7) weeks. This cap is implemented to ensure fairness and equality, meet organizational needs, and reflect best practices in municipal workforce management.

8. VACATION ENTITLEMENT IN OFFERS OF EMPLOYMENT

1. A starting vacation entitlement, or a schedule of incremental increases that differs from this vacation entitlement policy, may be negotiated with a candidate for a non-union position if:
 - The candidate's experience is substantial and directly related to the position.
 - The negotiated entitlement does not exceed what the candidate would have earned had all prior experience been with the Town; and
 - Approval has been obtained from the Human Resources Manager and the Division Manager.

VACATION POLICY FOR NON-UNION EMPLOYEES

2. In such cases, the Division Manager and the Human Resources Manager will determine the employee's future vacation entitlement. Where necessary, or in the event of an impasse, final approval will be granted by the CAO.

9. INTERIM ACTING APPOINTMENTS (SUPERVISORY/MANAGEMENT ROLES)

Where applicable, employees who are appointed to an interim acting supervisory or management role will accrue the additional week of vacation on a pro-rated basis. Accrual will be calculated monthly, based on the duration of the acting assignment.

10. PERSONAL CARE DAYS

All permanent employees are entitled to personal care days, also known as floating days. For new employees, these days will be pro-rated based on their hire date.

- Full-time, non-union employees receive three (3) floating holidays each calendar year.
- Part-time, non-union employees receive two (2) floating holidays each calendar year.

These float days are provided in addition to statutory holidays and can be scheduled throughout the calendar year with manager approval.

These cannot be carried over to the new calendar year if unused.

11. UNPAID VACATION LEAVE

Employees may request unpaid vacation leave after all accrued paid vacation time has been exhausted and additional time off is required.

- Unpaid leave requests are subject to the following limits and approvals:
 - Up to 5 days: Requires Division Manager approval
 - 6 to 10 days: Requires CAO approval
- All requests for unpaid leave must be submitted in advance and are subject to management approval based on operational needs.
- Approval is not guaranteed and will be considered on a case-by-case basis.
- During periods of unpaid leave, employees may be responsible for maintaining benefit contributions, where applicable.

HUMAN RESOURCES

- Additionally, unpaid leave may affect pension contributions and credited service, which could impact future pension benefits. Employees are encouraged to review plan details or consult with Human Resources to understand the specific implications.

12. END OF EMPLOYMENT

1. If an employee terminates employment (written notice of at least two (2) weeks for non-management, and four (4) weeks for management staff, must be provided to their supervisor) or their employment is terminated, any vacation pay owed will be determined based on the amount accrued up to the resignation or termination date.
2. If an employee retires (written notice of at least two (2) weeks for non-management, and four (4) weeks for management staff, prior to the final day work must be provided to their supervisor), their final paycheque will include pay for the accrued and unused portion of the earned vacation hours.
3. If an employee resigns, retires or leaves the service of the Town before earning vacation that they have already taken, any pay for excess days will be deducted from their final pay.

13. ADDITIONAL POINTS

1. All current vacation entitlements will remain in effect and will be preserved through a grandfathering provision, where such entitlements are more favourable.
2. Employees transferring from a full-time union position to a full-time non-union position will have this non-union vacation entitlement applied.
3. Employees transferring from a full-time non-union position to a full-time union position shall be governed by the terms of the respective collective agreement.
4. If a statutory holiday occurs during the vacation period of an employee who has finished their probationary period, the vacation may be extended by an additional day or rescheduled for a later date.
5. If an employee becomes ill or injured during their vacation period and is hospitalized because of such illness or injury, the period of hospitalization will be re-scheduled as a vacation period at a later mutually agreeable date.
6. Should an employee pass away before or during their vacation period, the employee's beneficiary or estate is entitled to receive any vacation pay that is owed to the employee.

VACATION POLICY FOR NON-UNION EMPLOYEES

7. In the event of the death of a family member during an employee's vacation period, said employee shall be able to access the bereavement leave provisions within the Town's Bereavement Leave policy, and the vacation time that is affected will be postponed to a later date that is mutually acceptable.
8. If an employee is absent from work on any leave of absence without pay (excluding legislated protected leaves) more than 90 calendar days, the employee's vacation and vacation pay will be pro-rated in accordance with actual time worked.
9. In cases where an employee is unable to attend work because of illness, a non-work-related injury, or an absence related to Worker's Compensation for more than one hundred and fifty (150) working days within any entitlement year, the employee's vacation entitlement following the 150 days will be adjusted based on the actual days worked.

14. RESPONSIBILITIES

The Human Resources Manager is responsible for overseeing and administering this policy.

Division Managers and supervisors must ensure employee compliance and coordinate vacation scheduling in a way that minimizes disruption to departmental operations.

15. EXCEPTIONS AND DISCRETION

Vacation requests that fall outside the parameters of this policy, including those arising from exceptional circumstances, must be submitted by the employee's supervisor to the Human Resources Manager and the CAO for review and approval.

The CAO retains the discretion to interpret and apply these procedures, including consideration of exceptional circumstances, ensuring decisions align with the organization's Mission, Vision, and Values while taking operational requirements into account.

16. POLICY AND LEGAL REFERENCES

- Disconnecting from Work Policy 3.8
- Management / Non-Unions Benefits Policy 3.10
- *Employment Standards Act, 2000* (ESA)



The Corporation of the Town of Fort Frances By-Law 41-26

Being a By-Law to authorize an agreement between Town of Fort Frances and 2670568 Ontario Limited for purposes of developing a subdivision of lands – The Planning Act, R.S.O. 1990, c. P.13.

WHEREAS Subsection 5(1) of the *Municipal Act, 2001, as amended*, provides that the powers of a municipality shall be exercised by its council, and

WHEREAS Council has deemed it desirable to enter into an agreement for the purposes of land development known as 301 and 325 Nelson Street; N Mill Complex PC, part of the former mill site and are inclusive of lots and parcels legally described as Lots 5-11, 17- 25, 45-55, 90-94 & 115-120; Part of Lots 89 & 121; Part of Front St. (closed by By-law 35); Part of Front St., Holland St., & Portage St. (closed by By-law 834); Part of Sinclair St. & Portage St. (closed by By-law 38/07); Part of Location FD 289 (being part of the bed of Rainy River); Town Plot of Alberton, Town of Fort Frances, District of Rainy River.;

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

1. THAT the Corporation of the Town of Fort Frances enter into the Subdivision Agreement as attached as Schedule "A"
2. AND FURTHER THAT this by-law shall take effect upon the passing thereof subject.

READ and **FINALLY PASSED** this 8th day of June, 2026.

Chelsea Greig, Municipal Clerk

Andrew Hallikas, Mayor

DRAFT
SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT made this 11th day of May 2026.

BETWEEN:

2670568 ONTARIO LIMITED

Hereinafter called the "Owner"

OF THE FIRST PART

AND:

TOWN OF FORT FRANCES

Hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the Owner is the owner of the lands and premises described in Schedule "A" of this Agreement and proposes to subdivide the said lands by means of a registered Plan of Subdivision;

AND WHEREAS the Owner and the Town have agreed to certain matters hereinafter expressed related to the planning, development and phasing of the said Plan of Subdivision;

AND WHEREAS the Owner agrees, by entering into this Subdivision Agreement, to satisfy all terms, conditions and obligations, financial or otherwise of the Town, including but not limited to the phasing of the Subdivision, the design and construction of roads, services, utilities and drainage and the registration of documents, all at the Owner's sole expense and to the satisfaction of the Town,

THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar of lawful money of Canada paid by the Owner to the Town, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the parties hereto agree to the following terms and conditions:

1. IN THIS AGREEMENT:

"AGREEMENT" means this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out herein;

"BY-LAW ENFORCEMENT OFFICER" means a By-law Enforcement Officer of the Town of Fort Frances or his/her designate;

"CHIEF BUILDING OFFICIAL" means the Chief Building Official of the Town of Fort Frances or his/her designate;

"COMMENCE WORK NOTIFICATION" means written authorization from the Municipal Planner or his/her designate, which outlines which external site works can proceed to construction, and under what terms;

"COMPOSITE UTILITY PLAN" means a plan prepared by a professional engineer licensed in the Province of Ontario which plan includes a comprehensive compilation of public utility design information and street furniture including underlying design details, such as roads and sidewalks;

"CONSTRUCTION ACT" means the *Construction Act*, R.S.O. 1990, c. C.30, as amended;

"COUNCIL" means the Council of the Town;

“FINAL ACCEPTANCE” means the date on which the Town accepts all Works and obligations that are constructed, installed, supplied or performed by the Owner pursuant to this Agreement and further referred to in this Agreement;

“MAINTAIN” includes operate, repair, replace or reinstate;

“MANAGEMENT FEE” means the costs related to administering and enforcing the conditions of this Agreement, in the event of a default by the Owner of this Agreement;

“MUNICIPAL ACT” means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended;

“MUNICIPAL PLANNER” means the Municipal Planner of the Town of Fort Frances or his/her designate;

“OPERATIONS AND FACILITIES MANAGER” means the Manager of Operations and Facilities of the Town of Fort Frances or his/her designate;

“OWNER” or “OWNERS” includes the part of the First Part, its heirs, executors, administrators, successors and assigns and agents thereof or contractor or subcontractor carrying out the Works for or on behalf of the Owner or Owners;

“PARK ASSUMPTION” means the operation and maintenance of Park Blocks by the Town;

“PLAN” or “PLAN OF SUBDIVISION” or “SUBDIVISION” means the Plan of Subdivision submitted by the Owner for approval and includes the lands described in Schedule “A”;

“PLANNING ACT” means the *Planning Act*, R.S.O. 1990, c. P. 13, as amended;

“PRELIMINARY APPROVAL” means the date on which the Town is satisfied that certain Works have been constructed, installed or performed to the satisfaction of the Town, as further referred to in this Agreement;

“PROFESSIONAL ENGINEER” means a person who is granted a license or a temporary license by Professional Engineers Ontario;

“ROAD” means any public road or part thereof, any sight triangle, and any area of road widening shown or laid out on the Plan of Subdivision. The use of “Street” or “Public Highway” shall be synonymous with “Road”;

“ROUGH GRADING” means the placing and shaping of earth and fill to an elevation 100mm below the finished elevations, as defined on the approved grading and drainage plan;

“TOWN” means the municipal corporation of the Town of Fort Frances, including its successors and assigns and its officers, employees, agents and contractors, or the geographic area, as the context requires;

“TOWN CLERK” means the senior officer of the Clerks Department of the Town or his/her designate inclusive of contracted solicitors;

“TOWN FIRE CHIEF” means the Fire Chief of the Town of Fort Frances or his or her designate;

“TOWN SPECIFICATIONS OR STANDARDS” means the detailed description of construction, materials, workmanship and standard of work to be carried out by the Owner as prescribed by the Town and as amended from time to time by the Town and which are hereby incorporated by reference to and shall form part of this Agreement as though the same were attached hereto;

“TREASURER” means the Treasurer of the Town or his/her designate;

“UTILITIES” includes gas, hydro, cablevision, and/or telecommunications services. The singular “Utility” has a similar meaning;

“**WATER PLANT**” means the installation of watermains, services, meters, remote reading systems and appurtenances;

“**WORKS**” includes those services, roads, installations, structures and other related activities, responsibilities and obligations listed in and required by this Agreement.

2. GENERAL REQUIREMENTS

2.1. Lands

The Lands to which this Agreement shall apply are those particularly described in Schedule “A”.

2.2. Scope of Works

The Owner shall construct and install all the Works set out in Schedule “B” and as shown on the approved construction drawings. The said Works shall be constructed and completed at the Owner’s sole expense and in accordance with Town Specifications or Standards and by-laws. The Owner shall, at its expense and to the satisfaction of the Town, arrange for the relocation of all existing services and infrastructure made necessary by the construction of the Works in the Subdivision.

2.3. Municipal Covenants

- a) The Owner covenants and agrees that the municipal covenants contained in Schedule “D”, which form part of this Agreement, shall be registered separately by the Owner against the title of the lots and blocks on the Plan of Subdivision as restrictive covenants running with the lands, for the benefit of the lands in the Subdivision.
- b) The Owner covenants and agrees that the restrictive covenants contained in Schedule “D” hereto shall also be incorporated into all agreements of purchase and sale for the whole or any part of a lot or block on the Plan of Subdivision.

3. ENGINEERING SERVICES

3.1. General Obligations

- 3.1.1. The Owner shall submit detailed grading and drainage plans, servicing plans, and reports prepared by a Professional Engineer for review and approval by the Municipal Planner. The Owner shall prepare and furnish, at its own cost, all plans, specifications, drawings, calculations, contours, or other information pertaining to the Works, which may be required by the Municipal Planner.
- 3.1.2. The Owner shall prepare and submit to the Municipal Planner estimates of the quantities and costs of the Works, and substantiate same to the Municipal Planner if requested. In all respects, the specifications used for the Works shall be equivalent to or shall exceed Town Specifications or Standards and, in all cases, shall be acceptable to the Municipal Planner.
- 3.1.3. The Owner shall employ, or retain the services of Professional Engineers, currently licensed in Ontario, to furnish the above-noted plans, supervise layout and construction, maintain as-constructed records of construction and prepare and supply As-built plans, drawings and statistical inventory information as detailed by Town Specifications or Standards.
- 3.1.4. Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the Municipal Planner.
- 3.1.5. The Owner shall implement the aforementioned plans and reports as approved by the Municipal Planner.

3.2. On-Site Inspection

The Owner shall have competent professional engineering inspection personnel on site at all times during the period of construction to supervise the Works and the Municipal Planner shall have the right at all times to inspect the installation of the Works. Should it be found, in the sole opinion of the Municipal Planner, that such personnel are not on site, are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or Town Specifications or Standards and in accordance with good engineering practice, the Municipal Planner may order all Works in the Subdivision to be stopped, altered, retested, or changed to the satisfaction of the Municipal Planner. The Municipal Planner may provide site inspection staff if, in the opinion of the Municipal Planner, inadequate consultant engineering staff are on site during construction, at the sole expense of the Owner.

3.3. Testing of Works

- 3.3.1. The Municipal Planner may, at his/her sole discretion and at the sole expense of the Owner, have any tests performed, and the cost of such tests shall be paid by the Owner within 30 days of the account being rendered by the Town. Nothing herein shall relieve the Owner of its responsibility to carry out any tests required by good engineering practice and Town Specifications or Standards.
- 3.3.2. The Owner shall be required to pay to the Town, by cash or certified cheque, all costs related to all quantitative testing, data collection and other required tests undertaken by the Town as detailed by Town Specifications or Standards together with the Management Fee. The initial network testing shall be administered by the Town and completed during the maintenance period.

3.4. Update of Studies and Reports

The Owner acknowledges and agrees that all reports and/or studies required as a result of the approval of the Plan of Subdivision or as required by this Agreement shall be implemented to the satisfaction of the Town at the sole expense of the Owner. The Town may require certification by the Owner's professional consultants that the Works have been designed and constructed in accordance with the approved reports, studies, standards, specifications and plans. The Owner acknowledges and agrees that all deviations from the approved plans shall be approved by the Municipal Planner prior to the implementation of such changes and that, if required, the Owner shall amend any reports, studies or plans relating to the changed Works, at the discretion of and to the satisfaction of the Municipal Planner. Upon completion of the Works, the Owner's consultants shall prepare and submit as-built drawings in a form acceptable to the Municipal Planner.

4. CONSTRUCTION REQUIREMENTS - GENERAL

4.1. Ministry of the Environment, Conservation and Parks Certification

The Owner covenants and agrees not to commence any work on the construction of the Works until it has received both the Ministry of the Environment, Conservation and Parks Environmental Compliance Approval where applicable and a Notification to Commence Work issued by the Town. No Works shall proceed before receiving Commence Work Notification.

4.2. Schedule of Works

Unless otherwise approved by the Municipal Planner, the Owner agrees that:

- a) All underground services within the Plan of Subdivision, including service connections, shall be installed within twenty-four (24) months of the date of registration of the Plan of Subdivision.

Underground services required to serve land outside the Subdivision shall be installed within twenty-four (24) months of the issuance of the Commence Work Notification for the phase under consideration;

- b) Granular road base construction may commence immediately following the completion of the underground Works and shall be completed not later than six (6) months after Preliminary Approval of the underground services;

- c) Base course asphalt shall be constructed within sixty (60) days of the completion of the granular road base, except after November 1st, in which case the base course asphalt must be completed by July 31st of the following year;
- d) Prior to the installation of street lights on a Road, the Composite Utility Plan for the Road must be approved by the Municipal Planner. The installation of street lights on a Road shall be completed within 90 days after the Road has been constructed to a level of base course asphalt. The street lights on a Road shall be operational within one hundred and twenty (120) days after the Road has been constructed to the level of base course asphalt, subject to the energizing of the streetlights;
- e) All temporary regulatory traffic signage shall be provided and installed by the Owner prior to the commencement of any building or the erection of any structure in accordance with Town Specifications or Standards;
- f) All permanent regulatory traffic signage shall be installed by the Town prior to Final Acceptance of the Subdivision and in accordance with Town Specifications or Standards, to the satisfaction the Municipal Planner;
- g) All temporary street name signs shall be provided and installed by the Owner, at the Owner's expense, prior to commencement of any building or the erection of any structure to the satisfaction of the Municipal Planner;
- h) During construction, and for the duration of construction and prior to occupancy of any buildings, or part thereof, in the Subdivision, the Owner shall provide and erect or affix, at the Owner's expense, temporary civic number signs, including blade signs (911 signs) in such locations and of such size, design and colour, to the satisfaction of the Municipal Planner;
- i) Immediately prior to occupancy of any buildings or part thereof in the Subdivision, the Owner shall erect or affix, at the Owner's expense, permanent civic number signs, including blade signs (911 signs) in such locations and of such size, design and colour, to the satisfaction of the Municipal Planner.
- j) The rough grading of a Lot or Block intended for residential development must be completed within one hundred and eighty (180) days from the date of the issuance of the building permit for that Lot or Block, to the satisfaction of the Municipal Planner;
- k) The following works must be completed within eighteen (18) months after the date that the Building Department inspects and approves the footing installation related to a residential building permit issued for a lot or block:
 - 1. The curb, sidewalks or pathways on the road that front or abut the lot/block;
 - 2. The paved driveway(s) to the lot/Block;
 - 3. The road boulevard and lot sodding associated with the lot/block;
 - 4. The tree planting associated with the lot/block.
- l) Landscape buffer/screening on the lot or block shall be constructed prior to occupancy of a unit situated on the lot or block abutting the Road where such buffers/screening are required;
- m) Notwithstanding the provisions of this Agreement with respect to time of completion of certain portions of the Works, it is understood that the time limits shall all read "weather permitting". The Municipal Planner shall be the sole authority as to the determination of weather conditions negatively impacting the time to complete the Works, and additional time, if any, required to complete the Works;
- n) The Municipal Planner may apply the most current Town Specifications or Standards to all Works not completed within five years of the date of registration of this Agreement.

4.3. Protection of Public Lands

- 4.3.1. The Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granulars, excavated materials, topsoil or construction equipment nor allow vehicle access for any

purpose on public lands of the Subdivision. Furthermore, the Owner shall neither remove nor permit to be removed, any fill, top soil, trees, vegetation or shrubs from the said public lands, other than Roads, without the prior consent of the Municipal Planner.

4.3.2. In the event that topsoil has been removed from public lands prior to the date of this Agreement, or is hereafter removed in contravention of this Agreement, the Owner shall provide to the site, without charge, sufficient topsoil of a quality acceptable to the Municipal Planner to provide cover for the site to a depth specified by the Town, and the Owner shall level and grade such topsoil as required by the Town.

4.4. Inspection of Works

Employees or agents of the Town shall have the right at all times to free and uninterrupted access to any and all parts of the Subdivision for the purpose of inspection of the installation of the Works including the taking of samples of materials used in the Works being installed, constructed, reinstated or maintained. Such entry shall not be deemed to be a trespass, nor a Final Acceptance of any of the said Works by the Town, nor an assumption by the Town of any liability in connection therewith, nor a release of the Owner from any of its obligations under this Agreement.

4.5. Preliminary Approval of Works

4.5.1. The Owner may apply to the Municipal Planner for Preliminary Approval of the Works upon the completion, in accordance with the specifications, of

- i. any major section of Works as itemized in Schedule "B"; or
- ii. a portion of any section as agreed to by the Municipal Planner

Such application for Preliminary Approval shall require the preparation of such Works for inspection, which preparation shall include testing in accordance with Town Specifications or Standards.

Major sections of Works for the purpose of this subsection shall be

- i. all underground Works such as sewers and water systems being completed, tested, and useable; or
- ii. all surface Works such as roadways, landscaping, grading, and streetlights being completed, tested and useable.

4.5.2. As soon as possible after the receipt of an application for Preliminary Approval of any Works, the Town shall cause the Works to be inspected, and the Municipal Planner shall either furnish the Owner with a list of the deficiencies, if any, for the Works, or shall give the Works Preliminary Approval in writing. If the Municipal Planner furnishes the Owner with a list of deficiencies for the Works, the Owner shall correct those deficiencies and the Town shall only give the Works Preliminary Approval upon being satisfied that those deficiencies have been corrected.

4.5.3. If the Town has provided the Owner with a list of deficiencies for any Works (the first deficiency list), the Owner shall correct those deficiencies and notify the Town when those deficiencies are being corrected so the Town may be in attendance. The Owner may then re-apply to the Town for Preliminary Approval of the Works.

4.5.4. Preliminary Approval shall not release the Owner from any obligation or constitute Final Acceptance of any work.

4.6. Maintenance of Works

The Owner shall maintain all Works installed pursuant to this Agreement until Final Acceptance is given;

- a) Maintain vacant land within the Plan of Subdivision in a condition acceptable to the Municipal Planner;

- b) Respond to any flooding occurring throughout the Subdivision and provide the necessary Works required to alleviate the flooding; and
- c) Reinststate any faulty workmanship or materials or any damage to the Works done by the Owner or persons claiming title from the Owner during the construction of Works or buildings on the lands which faulty workmanship, materials or damages may appear prior to Final Acceptance.

4.7. Final Acceptance of Works

4.7.1. Subject to the provisions of this subsection, the Owner may apply for Final Acceptance of Works upon the expiry of the one-year warranty period, which warranty period commences from the date of Preliminary Approval of the Works.

4.7.2. Before applying for Final Acceptance of Works, the Owner shall furnish the Town with the following documents:

- i. the most current As-built Drawings, engineering statistical information, test results, documents as indicated in the Town Specifications or Standards, and evidence that benchmarks have been provided on the site to control elevations and that said benchmarks are based on geodetic datum- including the full data of the surveyed monuments relied on and sufficient information to enable a layperson to locate the monument;
- ii. a certificate by an Ontario Land Surveyor stating that all Standard Iron Bars have been found or re-established in accordance with the registered Plan;
- iii. a statutory declaration that all accounts for Works, services and materials supplied have been paid, except any construction lien or any other contractual or statutory holdbacks, and that there are no claims or liens in connection with such Works, services or materials supplied for or on behalf of the Owner; and
- iv. written confirmation from a construction trade newspaper, as defined by the *Construction Act*, that a copy of a Certificate of Substantial Performance of the Works has been published in accordance with the requirement of that Act.

4.7.3. Not later than thirty (30) days after the receipt of an application for Final Acceptance of Works, the Town shall cause the Works to be inspected or, if such inspection requires the use of special staff or equipment, shall arrange for an inspection as soon as reasonably practical. Promptly after the completion of the inspection, the Town shall furnish the Owner with a list of deficiencies, if any, for the Works or Final Acceptance of the Works. If the Town furnishes the Owner with a list of deficiencies for the Works, the Owner shall correct those deficiencies and notify the Town when those deficiencies are to be corrected so that the Town may be in attendance. Upon the rectification of the deficiencies, the Owner may make application to the Town for Final Acceptance of the Works.

4.7.4. When the Town is satisfied that all deficiencies have been corrected in accordance with this Agreement, that all Town accounts have been paid, and that all financial requirements as herein provided have been met, the Town shall provide Final Acceptance of the Works.

4.7.5. Forthwith after the Final Acceptance of Works, the Town shall authorize the release of security for the Works.

4.8. Remedy for Default of Works

4.8.1. If, in the opinion of the Municipal Planner;

- a) the Owner fails to install any Works within the time specified in Subsection 3.2 or at such later time as has been requested by the Owner and approved by the Municipal Planner in writing;

- b) the Owner, having commenced to install Works, fails to proceed with reasonable speed or fails to install the Works in accordance with the terms of this Agreement;
- c) the Owner executes the Works carelessly or in bad faith, or installs the Works in a faulty manner;
- d) the Owner neglects or fails to remedy, renew or re-perform any Works rejected by the Municipal Planner as being or having become defective or unsuitable;
- e) the Owner fails to carry out any maintenance required under this Agreement; or
- f) the Owner defaults in any manner in the performance of any of the terms of this Agreement,

the Municipal Planner shall promptly notify the Owner in writing, of such default, failure, delay or neglect, and if such default, failure, delay or neglect not be rectified at the end of five (5) days after such notice, the Municipal Planner shall have full authority and power to purchase such materials, tools and machinery and to employ such workers as in its opinion are required for the proper completion of the Works at the cost of the Owner or its surety, or both. The Municipal Planner shall be the sole authority as to the extent of the Works required to be completed. If in the opinion of the Municipal Planner the default, failure, delay or neglect constitutes an emergency situation, the Town may complete the Works without prior notice to the Owner.

4.8.2. If the Town enters the Subdivision for any purpose without notice in the event of an emergency, it shall give written notice to the Owner as soon as it is practical to do so. The cost of such Works shall be calculated by the Municipal Planner, whose decision shall be final and shall include a Management Fee to be paid to the Town as a result of the default, failure, delay or neglect on the part of the Owner. It is acknowledged and agreed that the assumption by the Owner of the obligations set out in this Clause is a consideration without which the Town would not have executed this Agreement. The Owner shall pay the cost of the Works forthwith and the Management Fee upon demand by the Town. Nothing in this clause shall require the Town to carry out any such Works or maintenance whatsoever. Any entry by the Town upon the Subdivision for purposes of this Clause shall not constitute a Final Acceptance of any Works by the Town. The Municipal Planner shall be the sole authority as to what constitutes an emergency and what actions are required to mitigate, eliminate or avoid existing or possible damages to the Town.

4.8.3. If the Owner is delayed at any time in completing the Works in accordance with the time specified in this Agreement by labour disputes, strikes, lock-outs, fire, or, without limit to the foregoing, any cause beyond the control of the Owner, the Owner may apply in writing to the Municipal Planner for consent to extend the time for completing the Works without forfeiting any related security and the Municipal Planner shall not unreasonably withhold consent.

5. CONSTRUCTION OF WORKS

5.1. Services to Lot Lines

The Owner acknowledges and agrees that the services to the Lot lines of the Blocks on the Plan of Subdivision shall be subject to the review and approval of the Operations and Facilities Manager. Should the services be permitted, the Owner acknowledges and agrees to blank the services in the road allowance, at the expense of the Owner, if the services are not utilized. The Owner further covenants and agrees to carry out all modifications of the services as required by the Municipal Planner and Operations and Facilities Manager to suit any future Subdivision or Site Plan revisions.

6. UTILITIES

6.1. Distribution Agreement

The Owner shall enter into a distribution agreement with the appropriate Utility providers for the installation of services to the Subdivision, and for the provision of easements with respect to such installations, at no expense to the Town, and in accordance with the terms, conditions and specifications laid down by the Town and the Utility providers.

6.2. Composite Utility Plans

6.2.1. The Owner shall coordinate the preparation of an overall Composite Utility Plan showing the location, installation, timing, and phasing of all required Utilities through liaison with the appropriate Utility providers.

6.2.2. Prior to the installation of any Utilities or the issuance of a Building Permit, the Composite Utility Plan shall be prepared by the Owner to the satisfaction of the Utility providers and shall be approved by the Municipal Planner.

6.3. Relocation of Utilities

The Owner covenants and agrees to pay all costs associated with the relocation or removal of any existing on-site or adjacent Utility facility to the satisfaction of the appropriate Utility provider, where the relocation or removal is required as a direct result of this Subdivision.

6.4. Easements and Maintenance Agreements for Utilities

All easements and maintenance agreements required for Utilities shall be provided and agreed to by the Owner, to the satisfaction of the appropriate Utility provider and the Owner shall ensure that the required easement documents are registered on title immediately following registration of the final Plan and the affected agencies are duly notified.

7. ROADS

7.1. Construction

The Owner shall construct the Roads in the Subdivision in accordance with approved drawings and reports and to Town Standards and Specifications. The Owner shall, where required by the Municipal Planner, construct and maintain a minimum of two separate and distinct accesses to the Subdivision for the access and egress of emergency vehicles, and for the purpose of construction of services and buildings. One of the access/egresses may be a temporary access constructed to the satisfaction of the Municipal Planner.

7.2. Maintenance During Construction

The Owner shall maintain all Roads within and adjoining the Subdivision in a condition of cleanliness (i.e.: free of dust, mud and other construction debris), and shall provide Road maintenance within the Subdivision in a manner that is acceptable to the Municipal Planner, and which allows access for all residents as well as for Town services (i.e.: garbage collection and fire fighting). Should the Owner in any manner, in the opinion of the Municipal Planner be in default, the Owner shall be notified orally (written confirmation to follow), of such default, failure, delay or neglect, and if action to correct the failure, delay or neglect has not been taken within twenty-four (24) hours after such notice, the Municipal Planner shall have full authority and power to carry out the necessary Works at the cost and expense of the Owner. The cost and expense of such Works shall be calculated in accordance with Schedule "E" and shall include the Management Fee.

7.3. Inspection

Upon expiration of the period identified in 7.2, the Municipal Planner or Operations and Facilities Manager will inspect the Roads and advise the Owner in writing of all deficiencies concerning the Roads. The Owner shall correct the deficiencies, the Municipal Planner or Operations and Facilities Manager will re-inspect the said Roads and if the deficiencies have been corrected to the satisfaction of the Municipal Planner or Operations and Facilities Manager, the Municipal Planner will authorize the Owner to install the wear asphalt surfacing. The installation of the said asphalt shall be completed within twelve months from the date of said authorization.

7.4. Maintenance

The Owner covenants and agrees to maintain the Roads in accordance with this Agreement.

7.5. Construction Access

The Municipal Planner may designate points of access for construction vehicles to the Subdivision during the period of construction of Works and buildings. The Town may require the Owner to erect, at the Owner's expense and at locations determined by the Town, barricades to prevent the construction vehicles from using roads other than designated roads.

7.6. Damage to Roads

Where any Road or municipal property, has been used for the provision of access to a construction site and has been damaged as a result of such use, the Owner shall restore or reconstruct the Road to its former state as directed by and to the satisfaction of the Municipal Planner and Operations and Facilities Manager, at the Owner's sole expense.

7.7. Snow Removal

The Owner shall make written request to the Operations and Facilities Manager, for snow removal services to be provided by the Town on specified Streets and sidewalks after the Streets and sidewalks have been constructed to an acceptable condition and after occupancy of buildings.

7.8. Construction Traffic

The Owner, insofar as the construction traffic arising from the Works in the Subdivision is concerned, shall regulate and enforce temporary access routes, and shall not permit any previously accepted residential Streets adjacent to the Subdivision to be used by construction vehicles.

7.9. Parking

The Owner shall provide adequate parking facilities, adjacent to the access Road, for construction personnel employed on the site to park their vehicles during working hours.

7.10. Off-Site Works

Where Works are performed on existing Roads outside the Plan of Subdivision, such Roads and services shall be reinstated to the satisfaction of the Municipal Planner and Operations and Facilities Manager.

8. WINTER PREPARATION OF ROADS

8.1. Condition of Roads

Where snow plowing is to be provided by the Town, on or before the 15th day of October each year, the Owner shall, at its expense, ensure that the Roads within the Subdivision are in a condition satisfactory to the Town. This requirement includes the adjustment of all ironworks and the removal of all obstructions within the Road allowance to prevent damage to snow removal equipment or personnel, all to the satisfaction of the Municipal Planner.

8.2. Damage to Town Equipment

The Owner shall be responsible for all damages sustained by the Town's snow removal equipment and personnel until Final Acceptance of the Roads, except such damage as may be caused by the negligent acts of the Town, its contractors, servants and agents.

9. OTHER CONSTRUCTION REQUIREMENTS

9.1. Curbs and Sidewalks

The Owner shall construct curbs and sidewalks in accordance with Town Specifications or Standards.

9.2. Street and Pathway Block Lighting

The Owner shall construct and install Street and pathway block lighting within the lands contained in the Subdivision. Street and pathway block light locations are to be shown on the Composite Utility Plan. The Street and pathway block lighting shall be in accordance with Town Specifications or Standards.

9.3. Pavement Markings

The Town shall install all permanent pavement markings that may be required within the Subdivision, or related to the subdivision, at the cost of the Owner.

The Owner shall provide for, install and maintain, at its expense, all temporary pavement markings.

10. FENCING

10.1. Construction

The Owner shall construct privacy/security fencing as outlined in Schedule "G" and in accordance with Town Specifications or Standards. All privacy/security fencing shall also be constructed immediately following final grading of the lots, unless otherwise approved by the Municipal Planner, and in accordance with good construction practices as determined by the Municipal Planner or Chief Building Official.

11. GRADING AND DRAINAGE

11.1. Construction

The Owner shall construct all Works necessary to provide proper drainage of all lands included in the Subdivision, and any adjacent lands that drain through the Subdivision, and including any Works necessary for drainage to an outlet outside the Subdivision, all in accordance with the approved Grading and Drainage Plan.

11.2. Amendments to Plan

The Drainage and Grading Plan may be amended by the Professional Engineer on behalf of the Owner, from time to time, upon receiving written approval from the Municipal Planner. The Owner shall, at its own expense, maintain sufficient interim drainage and outlets to provide adequate drainage until the Works have been constructed and accepted by the Town. This shall include the installation and removal of culverts, siltation measures, and erosion protection, as required by the Municipal Planner.

11.3. No Interference

The Owner shall not interfere with any existing drain or watercourse, without written permission of the Municipal Planner. Such permission by the Municipal Planner shall be provided through the approval of the plans of the Works. Granting such permission shall not relieve the Owner of responsibility for any damage caused by such interference and the Owner shall indemnify the Town against any claims against the Town relating to such damage, provided that the Town will give to the Owner, at the expense of the Owner, an opportunity to defend any such claim.

The Owner shall construct privacy/security fencing as outlined in Schedule "G" and in accordance with Town Specifications.

12. STORMWATER MANAGEMENT

12.1. Provision of Measures

The Owner shall provide any storm water management control measures required to prevent adverse effects on the environment or existing municipal infrastructure due to storm water runoff for both minor and major rainfall events in relation to both water quality and quantity. All interim or permanent measures shall be in accordance with the requirements as established in all applicable environmental management plans, storm

water plans and reports as approved by the Town. The measures undertaken shall be in accordance with current provincial legislation and Town Specifications or Standards.

12.2. Maintenance

The Owner agrees to undertake and maintain erosion and sediment controls, during all stages of site preparation and construction in accordance with the Guidelines for Erosion and Sediment Control for Urban Construction Sites (Government of Ontario 1987), other applicable Federal and Provincial regulations and Town Specifications or Standards.

12.3. Certification

The Owner agrees to provide the Town with written confirmation by way of certification from the Owner's Professional Engineer, that all required storm water Works have been implemented in accordance with the recommendations of the Approved plans and reports.

13. PARK AND OPEN SPACE DEVELOPMENT

13.1. Cash-in-Lieu

In accordance with the provisions of section 51.1 of the *Planning Act*, the Owner shall pay cash-in-lieu of parkland to the Town in the amount specified in Schedule "C".

14. CANADA POST

14.1. Community Mail Boxes

The Owner shall satisfy the requirements of the Canada Post Corporation and the Town regarding the location and construction of community mailboxes and related works as may be set out in Schedule "G" hereto and shall provide such notices to purchasers as may be set out in Schedule "E" hereto.

15. BUILDING AND ZONING RESTRICTIONS

15.1. General Requirements – Building Permits

The Owner shall not demand that the Town issue, nor shall anyone claiming title from the Owner or under its authority demand that the Town issue, one or more building permits to construct any building or other structure on any lot or block in the Subdivision until:

- a) the Roads in the Subdivision that abut the lots for which a building permit for a building or structure on the lots has been applied for have been connected to a Street;
- b) access for firefighting equipment has been provided to each building by means of a Street or private roadway, which Street or private roadway shall be designated and posted to the satisfaction of the Municipal Planner and Fire Chief;
- c) the access route has been surfaced with concrete, asphalt, or granular "A" base capable of permitting accessibility under all climatic conditions, and it has a clear width of six (6) metres at all times and is continuously maintained so as to be immediately ready for use by the Town's emergency vehicles or any other vehicles in the event of an emergency;
- d) the Town has approved, where applicable, a site plan, a grading plan, a composite utility plan and a design plan for the proposed building or structure;
- e) the Owner, as applicant for a building permit, has met all the requirements set out in the Building Code Act and Building Code; and
- f) Road connections have been made so that snowplow turning and garbage collection can be undertaken to the satisfaction of the Municipal Planner and Operations and Facilities Manager.

15.2. Occupancy Requirements

15.2.1. No building shall be occupied on any lot in the Subdivision, nor shall the Owner allow such building to be occupied until the minimum requirements for occupancy set out in the Ontario Building Code have been met, and until all requirements with respect to underground Works and Road base course and first lift of asphalt on which such lot fronts have been carried out and have received Preliminary Approval by the Municipal Planner and Operations and Facilities Manager and such Road has been connected by Roads, which are, at least, at a similar stage of completion, to the overall Town Road network and until the whole or such portion of the mass earth moving or general grading as the Municipal Planner and Operations and Facilities Manager deems necessary has been completed and approved.

15.2.2. Notwithstanding the non-completion of the foregoing Works, occupancy of building may otherwise be permitted if such occupancy is permitted by the Chief Building Official, and if in the sole opinion of the Municipal Planner, the aforesaid Works are proceeding satisfactorily toward completion. The consent of the Municipal Planner for such conveyance and/or occupancy shall be provided in writing to the Owner.

15.3. Driveway Locations

No driveway may be located within 3.0m of an existing hydrant or within 1.0m of any utility pedestal, transformer or streetlight pole.

15.4. Maintenance of Vacant Lots and Blocks

The Owner agrees to maintain all vacant lots and blocks in the Subdivision, for which building permits have not been issued, in a neat and orderly condition, to the satisfaction of the Municipal Planner and By-law Enforcement Officer. The maintenance of all lots, blocks and areas shall include, but not be limited to, leveling, grading for the provision of proper drainage and the prevention of accumulation of standing water, all in accordance with approved grading plan, the cutting of grass, and the removal of noxious weeds, all to the satisfaction of the Municipal Planner and By-law Enforcement Officer.

16. LEGAL REQUIREMENTS

16.1. Registration of Plans and Documents

Prior to the conveyance of any lot or block on the Plan of Subdivision to which this Agreement applies, the Owner agrees to register the following documents at its expense:

- a) this Subdivision Agreement
- b) the Transfer of Easements for public utility purposes and for drainage purposes as set out in Schedule "G" hereof; and
- c) a Notice of Agreement with respect to any covenant agreement or agreements which may be required.

16.2. Encumbrancers' Consent and Subordination/Postponement

The Owner acknowledges and agrees that any and all encumbrancers, including but not limited to any Chargee, to the extent of their interest in the lands owned by the Owner and legally described in Schedule "A" attached hereto,

- i. shall consent to and agree to the provisions and conditions herein contained and
- ii. shall subordinate and postpone any and all right, title and interest in the lands owned by the Owner described in Schedule "A" attached hereto to the Town for themselves and their heirs, executors, administrators, successors and assigns;

The encumbrancers shall enter into and execute a Subordination/Postponement Agreement and consent to the registration of same against the title to the Owner's lands described in Schedule "A" attached hereto, the said agreement to be in a form acceptable to the Town Clerk in the said Town Clerk's sole discretion. The cost of the preparation and registration of the said Subordination/Postponement Agreement shall be the sole responsibility of the Owner.

16.3. Reports, Plans and Drawings

The Owner acknowledges and agrees that the Plan of Subdivision included in Schedule "A" hereto and the reports, plans and drawings included in Schedule "G" hereto, form part of the subdivision approval under Section 51 of the *Planning Act*, R.S.O. 1990, c. P.13 and shall comply with such approval.

16.4. Changes to Agreement in Writing

Any variation, amendment or addition of or to this Agreement shall be in writing and be signed by the Owner and the Town pursuant to and in accordance with authority delegated by Council, and shall be binding upon the Owner and the Town as fully and to the same extent as if set out herein.

16.5. Indemnity

The Owner, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the Town from all actions, causes of action, suits, claims or demands whatsoever which arise directly or by reason of the actions, performance, negligence or non-performance of the Owner, its contractor, sub-contractor, agent, architect, landscape architect, engineer, surveyor, planner, consultant and project manager during the development of the Plan of Subdivision herein and the construction and maintenance or the improper or inadequate construction and/or maintenance of the Works.

16.6. Subsequent Parties and Gender

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands herein described and every part thereof and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neutral, as the case may be, had been used where the context of the Party or the Parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

16.7. Notices

Any notice required to be given herein shall be in writing by e-mail, with a hard copy to follow, by personal delivery or by prepaid registered mail and, if to the Town, shall be addressed to the office of the Town Clerk at 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9, with a copy to the Municipal Planner, 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9, or at such other address at which the Town offices are located in the future, and, if to the Owner or his agent, at the addresses provided in the application submitted for approval of the subject Subdivision or at such other address as the Owner may advise the Town in writing. Such notice shall be deemed to be effective 48 hours after it has been mailed by prepaid registered post.

16.8. Schedules

The following schedules form part of this Agreement:

SCHEDULE "A"	DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES
SCHEDULE "B"	ESTIMATED COST OF WORKS TO BE CONSTRUCTED
SCHEDULE "C"	SECURITIES AND CASH PAYABLE
SCHEDULE "D"	MUNICIPAL COVENANTS
SCHEDULE "E"	FINANCIAL REQUIREMENTS
SCHEDULE "F"	TRANSFER OF LANDS FOR PUBLIC PURPOSES

- SCHEDULE "G" SPECIAL CONDITIONS
- SCHEDULE "H" REQUIRED WORDING OF LETTER OF CREDIT
- SCHEDULE "I" REQUIRED WORDING OF INSURANCE CERTIFICATE
- SCHEDULE "J" AGREEMENT INDEX

16.9. Paragraph Headings

All paragraph headings are for ease of reference only and do not affect the construction or interpretation of this Agreement.

16.10. Counterparts

This Agreement may be executed by the parties in separate counterparts and delivered by electronic PDF transmission, each of which so executed and delivered shall be a duplicate original, but all such counterparts shall together constitute one and the same instrument. For any Agreement the Town has deemed to require registration on title, the parties agree that an original executed copy shall be provided to the Town following receipt of the electronic PDF transmission. Such original copy shall be used for registration.

DATED AT FORT FRANCES this 4 day of MAY, 2026
SIGNED, SEALED AND DELIVERED
in the presence of

) **2670568 ONTARIO LIMITED**

)

)

Signed by:
Paul Veldman
ACCECB2C8310438...

) **Name:** Paul Veldman

) **Title:** CEO

)

)

) **Name:**

) **Title:**

)

) **I/We have the authority to bind the Corporation**

DATED AT FORT FRANCES this day of , 2026
SIGNED, SEALED AND DELIVERED
in the presence of

) **TOWN OF FORT FRANCES**

)

)

) **Andrew Hallikas, Mayor**

)

)

) **Chelsea Greig, Town Clerk**

)

) **I/We have the authority to bind the Corporation**

SCHEDULE "A"**DESCRIPTION OF LANDS TO WHICH THIS AGREEMENT APPLIES**

The whole of Lots 1 to 4, inclusive, as shown on Plan 4M-_____, registered in the Land Registry Office for the Rainy River Land Titles Division No. 48 at the Town of Fort Frances

PLAN OF SUBDIVISION

Plan of Subdivision prepared by TBT Engineering Consulting Group and signed by O.L.S. Peter de Haan dated September 18, 2025, shows the Plan of Subdivision referred to in Clause 1 of this Agreement and the lands described in Schedule "A" hereof. The final Plan will be registered in the Land Registry Office for the Land Titles Division No. 48 at the Town of Fort Frances.

SCHEDULE "B"

ESTIMATED COST OF WORKS TO BE CONSTRUCTED

The Owner agrees, by entering into this Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the Town, at its sole expense, including, but not limited to, the phasing of the Subdivision registration, the design and construction of Roads, services, utilities and drainage, in accordance with Town Specifications, Standards and By-laws, all to the satisfaction of the Town.

Works on Public Property – Soft Servicing	Total
General	\$27,750.00
Fencing	
Landscaping	\$24,121.60
Sub Total Soft Servicing	\$51,871.60
Works on Public Property – Hard Servicing	
Storm Sewer	
Water Main	\$104,400.00
Sanitary Sewer	
Electrical	
Roads	\$143,049.64
Sub Total Hard Servicing	\$247,449.64
Works on Private Property – Soft Servicing	
Sub Total Soft Servicing	\$89,388.00
Works on Private Property – Hard Servicing	
Subtotal Hard Servicing	\$546,243.00
TOTAL ESTIMATED COST OF WORKS	\$936,000.00 (Rounded)

E & O E

SCHEDULE "C"

SECURITIES AND CASH PAYABLE

Securities

10% of Estimated Project Cost based on Town of Fort Frances Procurement Policy #1.12, being \$93,600.00

Cash In-Lieu of Parkland

The Owner shall make payment for Cash In-Lieu of Parkland to the Town of Fort Frances in accordance with the following table:

Proposed Use	Units / GFA	Parkland Dedication Requirement	Value	Total Owing
Commercial	54,500 square metres	2%	\$1,303,886.79	\$26,077.34

Other Fees

SCHEDULE "D"**MUNICIPAL COVENANTS**

1. The Transferee, on behalf themselves, their heirs, executors, administrators, successors and assigns, covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or the lack of any action whatsoever on the part of the Transferee, the Municipal Planner may serve notice to the Transferee to have the damage repaired and if such notification be without effect for a period of two clear days after such notice, the Municipal Planner may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee, under Section 446, of the *Municipal Act, 2001* in like manner as municipal taxes.
2. The Transferee, on behalf of themselves, their heirs, executors, administrators, successors and assigns covenants and agrees that they will not commence construction of any buildings unless,
 - a) a building permit has been issued;
 - b) all requirements with respect to underground Works, road base granulars and first lift of asphalt have been carried out on the Roads on which the subject lot fronts;
 - c) the Road on which the subject lot fronts has been connected by Roads which are, at a minimum, at a similar stage of completion to the overall Town Road network; and
 - d) the whole or such portion of the mass earth moving or general grading deemed necessary by the Municipal Planner has been completed and approved.
3. **Grade Control and Drainage**

The Transferee, on behalf of themselves, their heirs, executors, administrators, successors and assigns, covenants and agrees that the Transferee shall not alter the slope of the lands herein described nor interfere with any drains established on the said lands, except in accordance with the established final Grading and Drainage Plan, and with the written consent of the Municipal Planner. Furthermore, the Transferee shall maintain the approved grading and drainage plan, and any corrective Works to alter the grading to re-instate compliance with the approved drainage and lot grading plan must be completed within five days of a receipt of a written notice from the Town of Fort Frances or the Town of Fort Frances may complete the Works at the Transferee's expense.

Furthermore, the Transferee agrees that the Town of Fort Frances may enter upon the lands which are the subject matter of this Transfer/Deed for the purposes of inspection or restoration of the established Grading and Drainage Plan and the cost to the Town of Fort Frances in performing any restoration work shall be paid to the Town of Fort Frances by the owner of the lands upon which such restoration work was performed, such payments to be made within 30 days of demand therefore by the Town of Fort Frances and failing payment as aforesaid the cost shall be added to the tax roll as provided by Section 446 of the *Municipal Act, 2001* and collected in like manner as municipal taxes.
4. **No Dumping**

The Transferee on behalf of themselves, their heirs, executors, administrators, successors and assigns covenants and agrees that "No Dumping" of any material (including snow, grass cuttings, construction debris and landscape waste) is permitted on vacant lots or on adjacent lands.
5. **Setback Requirements**

The Transferee on behalf of themselves, their heirs, executors, administrators, successors and assigns covenants and agrees that heat pumps, air-conditioning units, pool filters, sheds and decks are building appurtenances and shall meet the minimum setback requirements established in the Town of Fort Frances's Zoning By-laws(s).

6. **Sprinkler System**

The Transferee on behalf of themselves, their heirs, executors, administrators, successors and assigns acknowledges being advised that they must maintain the sprinkler system in working order if there is a sprinkler system installed to the satisfaction of the Town's Fire and Rescue Services Department.

7. **Fences**

The Transferee on behalf of themselves, their heirs, executors, administrators, successors and assigns acknowledges being advised that he must maintain all fences in good repair, including replacement, to the satisfaction of the Municipal Planner. The Transferee agrees to include this clause in any future purchase and sale agreements.

SCHEDULE "E"**FINANCIAL REQUIREMENTS****1. Financial Requirements**

The Owner shall pay to the Town, by cash or certified cheque, the charges and fees where applicable as set out in this Agreement and other financial requirements, including legal fees and development charges, that may be required of the Town as established by by-law or resolution of the Council of the Town from time to time, which pertain to this Subdivision and are not specifically referred to herein. It is the Owner's responsibility to verify which financial requirements are applicable to this Subdivision and the Owner shall pay same when required by the Town.

2. Insurance Policy

The Owner covenants and agrees as follows:

a) During the construction period:

- i. The Owner shall provide and maintain Commercial General Liability insurance subject to limits of not less than Five Million Dollars \$5,000,000.00 per occurrence for bodily injury, death and damage to property, including loss of use thereof. The Commercial General Liability insurance shall include coverage for:
 - premises and operations liability
 - products and completed operations liability
 - blanket contractual liability
 - cross liability
 - severability of interest clause
 - contingent employers liability
 - personal injury liability
 - owner's and contractor's protective coverage
 - liability with respect to non-owned licensed motor vehicles
 - if applicable to the construction project described in the subdivision agreement; shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading
- ii. Such insurance shall be in the name of the Owner and shall name the Contractors, Agents, Architects, Landscape Architects, Engineers, Planners, Consultants, Project Managers and the Town of Fort Frances as additional insureds thereunder.
- iii. The Owner shall provide and maintain liability insurance in respect to owned and leased licensed Motor Vehicles subject to a limit not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.
- iv. Such insurance policies shall contain an endorsement to provide the Town with not less than thirty (30) days written notice of cancellation or of a material change that would diminish coverage.
- v. The Owner shall provide the Town with a Certificate of Insurance evidencing such insurance coverage prior to the execution of the agreement. If requested by the Town, the Owner shall provide, Certified Copies of the referenced insurance policies.

- vi. As determined by the Town, the Owner may be required to provide and maintain additional insurance coverage(s), which are related to the subdivision agreement requirements.
- b) During the maintenance period;
- i. The Owner shall ensure its professional Consultants, Architects, Landscape Architects, Planners and Engineers, providing a professional service in connection with the subdivision, provide and maintain Professional Liability insurance coverage until final acceptance of the work has been granted by the Town and for five (5) additional years following final acceptance of the work. Such Professional Liability insurance coverage shall be subject to limits of not less than \$250,000.00 for each claim, \$500,000.00 per project and \$1,000,000.00 annual aggregate. Such insurance shall provide coverage for all errors and omissions made by the Consultant, Architect, Landscape Architect, Planner and Engineer its partners, officers, directors and employees in regard to the professional services provided by the Consultant, Architect, Landscape Architect, Planner and Engineer which are related to the subdivision agreement.
 - ii. The Town of Fort Frances reserves the right to request the Owner to provide the Town of Fort Frances with evidence of such Consultants, Architects, Landscape Architects, Planners and Engineers Professional Liability insurance coverage.
 - iii. As determined by the Town, the Owner's Consultants, Architects, Landscape Architects, Planners and Engineers may be required to provide and maintain additional insurance coverage(s), which are related to the subdivision agreement requirements.
- c) During the construction and maintenance periods;
- i. The Owner shall ensure its professional Consultants, Architects, Landscape Architects, Planners and Engineers, providing a professional service in connection with the subdivision, provide and maintain Professional Liability insurance coverage until final acceptance of the work has been granted by the Town and for five (5) additional years following final acceptance of the work. Such Professional Liability insurance coverage shall be subject to limits of not less than \$250,000.00 for each claim, \$500,000.00 per project and \$1,000,000.00 annual aggregate. Such insurance shall provide coverage for all errors and omissions made by the Consultant, Architect, Landscape Architect, Planner and Engineer its partners, officers, directors and employees in regard to the professional services provided by the Consultant, Architect, Landscape Architect, Planner and Engineer which are related to the subdivision agreement.
 - ii. The Town of Fort Frances reserves the right to request the Owner to provide the Town of Fort Frances with evidence of such Consultants, Architects, Landscape Architects, Planners and Engineers Professional Liability insurance coverage.
 - iii. As determined by the Town, the Owner's Consultants, Architects, Landscape Architects, Planners and Engineers may be required to provide and maintain additional insurance coverage(s), which are related to the subdivision agreement requirements.
- d)
- i. As an alternative insurance program to subsections 2(a) and 2(b), the Owner shall provide and maintain Wrap-Up Liability insurance acceptable to the Town and subject to limits of not less than Five Million Dollars \$5,000,000.00 per occurrence for bodily injury, death and damage to property including loss of use thereof.
 - premises and operations liability
 - products and completed operations liability

- blanket contractual liability
 - cross liability
 - severability of interest clause
 - contingent employers liability
 - personal injury liability
 - owner's and contractor's protective coverage
 - liability with respect to non-owned licensed motor vehicles
 - if applicable to the construction project described in the subdivision agreement; shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading
- ii. Such insurance shall be in the name of the Owner and shall name its Contractors, Subcontractors, Agents, Architects, Landscape Architects, Engineers, Consultants, Planners, Project Managers and the Town of Fort Frances as additional insureds thereunder.
 - iii. The Owner shall provide and maintain liability insurance in respect to owned and leased licensed Motor Vehicles subject to a limit not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.
 - iv. Such insurance policies shall contain an endorsement to provide the Town and the Owner with not less than thirty (30) days written notice of cancellation or of a material change that would diminish coverage.
 - v. The Owner shall provide the Town with a Certificate of Insurance evidencing such insurance coverage. If requested by the Town, the Owner shall provide, Certified Copies of the referenced insurance policy.
 - vi. As determined by the Town, the Owner may be required to provide and maintain additional insurance coverage(s), which are related to the subdivision agreement requirements.

3. **Financial Security**

Before this Agreement is executed by the Town, the Owner shall deposit with the Town a sufficient sum in cash, irrevocable letters of credit or surety bonds issued by a financial institution acceptable to the Treasurer or other financial security acceptable to the Treasurer and herein referred to as the "financial security" to meet the financial requirements of this Agreement as set out in Schedule "B" with the exception that if the construction of services and the development of the lands described in Schedule "A" are to be by phases, the Owner shall deposit with the Town the financial security required for such phases and before commencing the construction of service in subsequent phases the Owner shall deposit with the Town the financial security for the particular phase in which the Owner wishes to commence the construction of services.

For the purposes of calculating the securities for Works required under this agreement, the Town shall use its own unit rates which have been based on a review of the previous year's Town tender unit rates.

If the Owner satisfies the provisions of this clause by depositing Surety Bond with the Town, such Surety Bond being in the form attached hereto as Schedule "H", the following provisions shall also apply:

- a) Until the completion of all of the matters and things required to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Town, it will be a condition of the Surety Bond that it shall be deemed to be automatically extended without amendment from year to year.
- b) Until the completion of all of the matters and things required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the Town, the Surety Bond shall continue to be automatically extended in the same manner as provided in sub-clause (a) hereof until the said completion of the Works.

- c) If the Owner and/or institution fails to extend the Surety Bond as required under sub-clauses (a) and (b) hereof as required by the Town, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Town, without notice to the Owner may call upon any part of the whole amount of the existing financial security notwithstanding anything herein otherwise contained. Any amount received by the Town shall be held by the Town in the same manner as if it had originally been cash deposited under the provisions of this clause.
- d) Notwithstanding the above, the Owner acknowledges and agrees that the securities posted in accordance with this agreement are posted to complete any works deemed necessary by the Municipal Planner.

For the purposes of calculating the securities for works required under this agreement, the Town shall use its own unit rates which have been based on a review of the previous year's Town tender unit rates.

If the Owner satisfies the provisions of this clause by depositing irrevocable letters of credit with the Town, such letters of credit being in the form attached hereto as Schedule "H", the following provisions shall also apply:

- a) Until the completion of all of the matters and things required to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Town, it will be a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the existing or any expiration date thereof, unless at least 30 days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the Town in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.
- b) Until the completion of all of the matters and things required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the Town, the irrevocable letter(s) of credit shall continue to be automatically extended in the same manner as provided in sub-clause (a) hereof until the said completion of the Works.
- c) If the Owner and/or financial institution fails to extend the letter(s) of credit as required under sub-clauses (a) and (b) hereof as required by the Town, such failure shall be deemed to be a breach of this Agreement by the Owner, and the Town, without notice to the Owner may call upon any part of the whole amount of the existing letter(s) of credit notwithstanding anything herein otherwise contained. Any amount received by the Town shall be held by the Town in the same manner as if it had originally been cash deposited under the provisions of this clause.

Notwithstanding the above, the Owner acknowledges and agrees that the securities posted in accordance with this agreement are posted to complete any works deemed necessary by the Municipal Planner.

4. **Interest and Payment Accounts**

Interest calculated at a rate which is 2% higher than the current chartered bank prime lending rate shall be payable by the Owner to the Town on all sums of money payable to the Town herein which are not paid on the due dates calculated from such due dates.

5. **Acceptance - Financial Security**

- a) Upon Preliminary Approval of any of the Works or part thereof by the Town, the Town may permit a reduction of the financial security relating to the construction of the Works. The Preliminary Approval of such stage in the construction of the Works shall be dated as of the date of the Owner's application for Preliminary Approval thereof.
- b) Upon Preliminary Approval by the Town of any further part of the Works or all the Works by the Town, the Town may permit a further reduction in the financial security relating to Works. The Preliminary Approval of such Works or part thereof shall be dated as of the date of the Owner's application for Preliminary Approval thereof. The Town reserves the right to limit the amount of security reduction to that of 100% of

the total cost of all outstanding or incomplete Works and that at no such time would the Town hold less security than the cost of completing the Works. In addition, the Town shall retain sufficient security relating to such other Works to cover the Owner's warranty and maintenance obligations stipulated in this Agreement with respect to such Works and to satisfy the requirements of Clause (8) of this schedule related to construction liens. Responsibility for restoration shall continue until Final Acceptance by the Town.

- c) The Owner covenants and agrees to restore to the satisfaction of the Municipal Planner, any faulty workmanship or materials used in construction of the Works outlined in Schedule "B" or any damage done by the Owner or its successors or assigns or by its or their employees, contractors or agents during construction of the said Works or buildings. Such responsibility for restoration shall continue for a period of one year after Final Acceptance of the Works by the Town.
- d) Upon Final Acceptance of the said Works by the Town and upon the Town being satisfied there are no construction liens affecting any of the Works, the Owner shall be entitled to have released to it all financial security then held by the Town under this Agreement. It is understood that the Owner shall not be entitled to receive Final Acceptance of any Road until the services under such Road have received Final Acceptance.

6. **Inspection for Release of Financial Security**

It is hereby understood that it is the Owner's responsibility to make applications to the Municipal Planner for the inspection of any completed Works for which the Owner wishes the release of financial security. Inspections under this clause will not be undertaken during winter conditions.

7. **Default – Financial Security**

After having first notified the Owner, the Town may at any time authorize use of the whole or part of the amount of the financial security referred to in Schedule "E" hereof to pay the cost of any Works that the Municipal Planner deems necessary to rectify default by the Owner or its assigns, or to pay the cost of any matter for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any Works or service or any defects or required maintenance. It is understood and agreed that the financial security, or so much thereof as the Town deems necessary, shall be held by the Town until Final Acceptance of the Works, except where any part is used pursuant to this clause, provided that where financial security is made pursuant to Schedule "E" hereof, the Municipal Planner may recommend the reduction of such financial security from time to time as Works are completed, it being understood that 10% of such financial security is designed to cover maintenance and warranty commitments.

8. **Construction Liens**

- a) The Owner agrees that it will hold back from its payments to any contractors who may construct any of the Works (including Roads) such sum or sums as are required in accordance with the Construction Act, R.S.O. 1990, Chapter C.30, as amended from time to time and will otherwise indemnify and save harmless the Town against any claims, suits, actions or demands for construction liens or otherwise in connection with the Works and all costs, including legal costs in connection with the same, and on the demand of the Town, shall forthwith take steps to discharge or vacate immediately all claims for liens on the Works or any of them. It is mutually understood by the parties hereto that this clause is not intended to affect or derogate from whatever rights the Owner may have to defend any claim, suit, action or demand for a construction lien in connection with the aforesaid Works.
- b) Notwithstanding anything herein contained, the Owner agrees that the Town shall not be required to release the financial security relating to the Works being constructed pursuant to this Agreement until the Town is satisfied that there are no claims for construction liens relating to the Works and that the time for claiming a construction lien has expired. The Owner acknowledges that the Town shall continue to hold at least 10% of the financial security until such period of time has expired.
- c) In the event that a claim for lien is registered under the Construction Act, R.S.O. 1990, Chapter C.30, or any amendment thereto relating to the Works being constructed pursuant to this Agreement or a claim for

lien in respect of a public street or highway included in the Works is given to the Clerk of the Town, the Owner shall be deemed to be in default of this Agreement and the Town, without notice to the Owner may call upon the whole or any part of the financial security notwithstanding anything claimed herein or in the financial security. The Town shall use the financial security to complete the Works specified in Schedule "B" hereon on behalf of the Owner. The Town may in its sole and absolute discretion use the financial security for payment into the Court of the full amount claimed as owing in the claim for lien plus costs for the purpose of vacating the claim for lien pursuant to the provisions of the Construction Act, R.S.O. 1990, Chapter C.30, as amended.

9. **Town's Liens**

The Town shall have a lien against the lands and premises upon which this Agreement is registered for any amount the Town expends in carrying out any of the obligations of the Owner under this Agreement or for any other debts due by the Owner to the Town for Works done by the Town under this Agreement, over and above the amount of the said security deposited with the Town to secure such obligations.

10. **Pre-Servicing Requirements**

Upon draft Plan approval, and at the sole discretion of the Municipal Planner, Town services within the Plan of Subdivision may be installed provided appropriate financial security, insurance and a letter of indemnity are posted with the Town, to the satisfaction of the Town Clerk.

SCHEDULE "F"**TRANSFER OF LANDS FOR PUBLIC PURPOSES**

The Owner, at its expense, shall transfer to the Town the following lands and request the lifting of reserves, as listed, forthwith upon registration of this Agreement. All such Transfers/Deeds shall be in a form satisfactory to the Town Clerk.

A. Road Widening

n/a

B. Parkland

n/a

C. Walkways and Open Spaces

n/a

D. Reserves

n/a

E. Future Road

n/a

F. Easements

n/a

SCHEDULE "G"**SPECIAL CONDITIONS****1. PHASING OF DEVELOPMENT**

The Town and the Owner each acknowledge and agree that the construction of Works set out in this Agreement may occur in phases. The Owner acknowledges that it has estimated the cost of the Works for all phases in Schedule "B". The Town reserves the right to re-estimate the cost of the Works for any subsequent phase and to require the Owner to provide financial security for such phases in accordance with such re-estimated cost, to the satisfaction of the Municipal Planner.

Construction of various phases are subject to the approval of the Town. To ensure that each phase can function independently, phases will not be approved by the Town unless associated services and road network provide for safety, servicing and road continuity, all in accordance with good engineering and municipal practice.

The Owner agrees to submit a written construction schedule for the Works required in each phase of the development to the Municipal Planner for approval at least two (2) weeks prior to the proposed date of commencing construction. The submission of the construction schedule will not be construed as being (a) a request to start construction; (b) acceptance of the schedule by the Town, or (c) permission to start construction. Failure to comply with the foregoing may result in delays due to the Town being unable to assign inspectors. In addition, approval of the construction schedule by the Town will not be construed as relieving the Owner from its obligations specified elsewhere in this Agreement. All Works will be completed to final acceptance within thirty-six (36) months from the date of registration of the Plan of Subdivision.

The Owner undertakes and agrees that construction of the Works will be in accordance with the staging or phasing set out below unless written authority is obtained from the Municipal Planner to do otherwise:

Lots 1 to 4, inclusive

Portage Avenue Block

Sinclair Street Block

2. ENGINEERING REPORTS/PLANS/DRAWINGS

The following engineering reports/plans/drawings apply to this Subdivision and, except where otherwise directed in writing by the Municipal Planner, the development of this Subdivision, the construction of all Works, and the use by the Owner of the lands within the Subdivision will be in accordance with these engineering reports/plans/drawings.

The Parties have agreed that the following reports, plans and drawings constitute part of the approval under Section 51 of the *Planning Act*, R.S.O. 1990, c. P.13. These documents can be viewed at Fort Frances Town Hall, 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9.

**Approved Plans
Approved Reports**

The Town of Fort Frances's conditions applying to the approval of the final plan for registration of LOTS 5-11, 17-25, 45-55, 90-94 & 115-120 PART OF LOTS 42, 89 & 121 PART OF FRONT ST., PART OF FRONT ST. HOLLAND ST. & PORTAGE ST. PART OF SINCLAIR ST. & PORTAGE ST., TOWN PLOT OF ALBERTON PART OF LOCATION FD 289, TOWN OF FORT FRANCES (File No. A1-2024) are as follows:

This approval applies to the draft plan certified by Peter de Haan, Ontario Land Surveyor, dated September 18, 2025, showing the Subdivision development.

The Owner shall comply and implement the following reports and any subsequent revisions or updates:

- 1. Functional Design**, dated June 30, 2025, prepared by RJ Burnside & Associates Limited.

2. **Preliminary Geotechnical Investigation Report (North Parcel)**, dated April 23, 2024, prepared by MTE Consultants Inc.
3. **Preliminary Geotechnical Investigation Report (South Parcel)**, dated April 23, 2024, prepared by MTE Consultants Inc.

Subject to the conditions below, these plans and reports will require updating and/or additional details prior to final approval. The Owner agrees, by entering into a Subdivision Agreement, to satisfy all terms, conditions and obligations, financial and otherwise, of the Town of Fort Frances, at the Owner's sole expense, all to the satisfaction of the Town.

3. **CONDITIONS OF PLAN APPROVAL**

1. **General**

- a) Prior to the issuance of a Commence Work Notification, the Owner shall obtain such permits as may be required from municipal, provincial or federal authorities and shall file copies thereof with the Municipal Planner.
- b) Prior to commencing construction, the Owner shall enter into a Subdivision Agreement with the Town. The Subdivision Agreement shall, among other matters, require that the Owner post securities in a format approved by the Town Clerk, in an amount based on a percentage of the estimated cost of all Works as determined by the Municipal Planner and Treasurer, save and except non-municipal buildings. The aforementioned security for site Works shall be for works on both private and public property and shall include, but not be limited to, lot grading and drainage, landscaping and driveways, Roads and Road Works, Road drainage, underground infrastructure and services (storm, sanitary, watermains), streetlights, stormwater management Works and park Works. The amount secured by the Town shall be determined by the Municipal Planner and Treasurer, based on current Town tender costs, which costs shall be reviewed and adjusted annually. Securities for on-site Works may be at a reduced rate subject to the approval of the Municipal Planner and Treasurer.
- c) The Owner, or his agents, shall not commence or permit the commencement of any site-related Works until such time as a pre-construction meeting has been held with the Municipal Planner and Operations and Facilities Manager and until the Town issues a Commence Work Notification.
- d) The Owner acknowledges and agrees that all reports and/or studies required as a result of the approval of the Plan of Subdivision shall be implemented to the satisfaction of the Municipal Planner. The Owner further acknowledges and agrees that the Town may require certification by professional consultants, at the cost of the Owner, that Works have been designed and constructed in accordance with the approved reports, studies, standards specifications, and plans to the satisfaction of the Municipal Planner.

2. **Zoning**

- a) The Owner agrees that, prior to registration of the Plan of Subdivision, the Owner shall ensure that the proposed Plan of Subdivision shall conform with a zoning by-law approved under the requirements of the *Planning Act*, with all possibility of appeal to the Local Planning Appeal Tribunal exhausted.

3. **Roadway Modifications**

- a) The Owner shall pay all expenses including but not limited to land acquisition, contract drawings preparation, utility relocations, advertising, road work, traffic signal lights installation, construction supervision, as built drawing preparation, traffic calming elements and other engineering and administrative costs for the required roadway modification as recommended by the approved study(s). All roadway modification Works will require the delegated authority approval from the Operations and Facilities Manager. The Owner further agrees to pay all expenses associated with all Works related to roadway modifications and shall provide financial security in the amount of 100% of the cost of implementing the required Works.

4. **Highway/Roads**

- a) The Owner shall provide for temporary turn-arounds for all Streets terminating at the edge of any phase of development, prior to registration of the Plan, to the satisfaction of the Municipal Planner. The Owner agrees that it will convey to the Town at no cost any temporary easements that may be required in order to establish

the temporary turn-arounds. Turning circle(s) may include a 0.3 metre reserve along the perimeter of any temporary turning circle(s), to the satisfaction of the Municipal Planner. For any portion of the temporary turn-around easements that do not form part of the permanent road allowance, these portions shall be released at the expense of the Owner when the easements are no longer required by the Town.

- b) The design of all roads and intersections shall be to the satisfaction of the Municipal Planner and Operations and Facilities Manager.
- c) The design of all road intersections, including geometric, intersections spacing, grades, the conveyance of the necessary sight triangles and required 0.3 metre reserves necessary for lot access control or until the future construction of road extensions or future development of adjacent lands, shall be to the satisfaction of the Municipal Planner.
- d) The Owner shall, at the Owner's expense, make arrangements for the Town to provide and install all regulatory signage and warning signage for any public street (highway) within the Subdivision.

The Owner shall, at the Owner's expense, provide for, install and maintain all temporary street name signs, in accordance with the Addressing By-law, for any public street (highway) within the Subdivision.

The Owner shall, at the Owner's expense, make arrangements for the Town to provide and install all permanent street name signs in accordance with the Addressing By-law and Town Specifications or Standards.

The Town shall install all permanent pavement markings that may be required within the Subdivision, or related to the subdivision, at the cost of the Owner. The Owner shall provide for, install and maintain at its expense, all temporary pavement markings.

The Town will apply the final pavement markings on the top lift of asphalt where applications are scheduled between May 15 and November 15. Before May 15 or after November 15 the contractor is responsible for applying the final markings. The contractor, at all times, is responsible for applying and removing any temporary pavement markings required during construction, as well as installing all markings (including final markings) applied on base course asphalt.

- e) All temporary street name signs shall be provided and installed by the Owner, at the Owner's expense, prior to the commencement of any building or the erection of any structure in accordance with Schedule B of the Addressing By-law;

During construction, and for the duration of construction and prior to occupancy of any buildings, or any part thereof, in the Subdivision, the Owner shall provide and erect or affix, at the Owner's expense, temporary civic number signs, including blade signs (911 signs) in such locations and of such size, design and colour, in accordance with the Addressing By-law;

Immediately prior to occupancy of any buildings or part thereof in the Subdivision, the Owner shall erect or affix, at the Owner's expense, permanent civic number signs, including blade signs (911 signs) in such locations and of such size, design and colour, in accordance with the Addressing By-law.

5. Development on Private Streets

- a) The Owner acknowledges and agrees that it will obtain approval for a Joint Use and Maintenance Agreement, or other such agreement as may be deemed appropriate, which condominium or other agreement, once registered on title, will set out the obligations between the Co-Owners of the common elements for the operation and maintenance of the private streets, private watermains, private hydrants and private water services, such agreement to be to the satisfaction of the Town Clerk.
- b) The Owner acknowledges and agrees that it will design all private storm sewers and appurtenances within the Subdivision in accordance with Town Specifications or Standards to the satisfaction the Municipal Planner and Operations and Facilities Manager, and any federal or provincial standards or permits as may be required. The Owner further agrees to pay all related costs, including the cost of connection, and inspection by Town personnel.

6. Reinstatement of Town Property

The Owner acknowledges and agrees to reinstate at its expense, to the satisfaction of the Municipal Planner and Operations and Facilities Manager, any property of the Town, including, but not limited to, sidewalks and curbs, boulevards, that are damaged as a result of the subject development.

7. Sidewalks, Walkways, Fencing and Noise Barriers

- a) The Owner acknowledges and agrees that all pathways, sidewalks, walkways, fencing, and noise barriers are to be designed and constructed in accordance with Town specifications, at no cost to the Town, and to the satisfaction of the Municipal Planner and Operations and Facilities Manager.
- b) The Owner agrees that any fence required to be installed under this Agreement, shall be located a minimum of 0.15 metres inside the property line of the private property.

8. Landscaping/Streetscaping

- a) The Owner agrees that for all mixed-use buildings on Lots 1 and 2, an adequate number of trees shall be provided along the frontage of Nelson Street, to the satisfaction of the Municipal Planner. Should specific site constraints prevent said allocation of trees, the required plantings shall be provided to the extent feasible.

9. Parks and Trees

- a) In accordance with the Planning Act, the Owner shall convey cash-in-lieu of parkland on the subject lands.
- b) The Owner acknowledges and agrees, in the event that the proposed land use changes through subsequent development applications following subdivision registration (i.e. Site Plan Control), additional parkland dedication or cash in-lieu contributions will be required.
- c) The Owner shall be responsible for any appraisal costs incurred by the Town, all to the satisfaction of the Municipal Planner.
- d) The Owner covenants and agrees that the parkland dedication requirement has been based on the proposed land uses, calculated on a proportionate basis, with a dedication of 5 percent of gross land area applying to residential land uses and a dedication of 2 percent of gross land area applying to non-residential uses, to the satisfaction of the Municipal Planner.
- e) The Owner acknowledges and agrees to retain as many trees on site as possible. It shall coordinate the identification and potential removal any of the existing trees and vegetation, including any trees identified for preservation, with the Municipal Planner, or his/her designate. The opportunity to retain existing vegetation, including any trees identified for preservation, is preferred.

10. Record of Site Condition/Contaminated Soil and Groundwater

- a) Prior to registration of the Subdivision or of each phase thereof, the Owner agrees to prepare and submit to the Municipal Planner and Chief Building Official for review and approval, a Final Phase Two Environmental Site Assessment completed in accordance with the O.Reg. 153/04, including a Remediation Completion Report. In addition the Owner shall submit confirmation that a Record of Site Condition (RSC) has been filed in the Ontario Environmental Registry prior to the issuance of a commence work order. The Record of Site Condition shall confirm that all or part of the site will be suitable for the proposed use in accordance with O.Reg. 153/04.
- b) The Owner acknowledges and agrees that should buried materials such as concrete and asphalt or undesirable cobbles and materials be excavated on site, they shall be removed from the excavations and be removed off site in accordance with the direction of the on-site Geotechnical Engineer. The Owner acknowledges and agrees to remove all buried infrastructure or abandon in accordance with Town Standards.

Existing infrastructure includes but is not limited to roads, asphalt driveways, sewers, watermains, structure and utilities above and below grade. Such removals shall be at the sole cost of the Owner.

11. **Archaeology**

The Owner covenants and agrees that it shall undertake the following, to the satisfaction of the Ministry of Citizenship and Multiculturalism and the Municipal Planner:

- i. In the event that the site is found to contain or may contain items or characteristics of archaeological significance, the Owner agrees that no site Works will take place or continue to take place until any archaeological resource conservation concerns have been addressed.

All of the above-noted conditions shall be to the satisfaction of the Ministry of Citizenship and Multiculturalism and the Municipal Planner.

12. **Stormwater Management**

- a) The Owner shall provide, prior to registration, to the Municipal Planner any and all stormwater reports and addendums, prepared in accordance with all Town or Provincial standards, specifications, technical bulletins and guidelines. The reports shall include, but not be limited to, the provision of erosion and sedimentation control measures, implementation or phasing requirements of interim or permanent measures, and all stormwater monitoring and testing requirements. All reports shall be to the satisfaction of the Municipal Planner and Operations and Facilities Manager.
- b) Prior to the commencement of construction of any phase of this Subdivision (roads, utilities, any off site work, etc.) the Owner shall:
 - i. have a stormwater management plan and an erosion and sediment control plan prepared by a Professional Engineer in accordance with current best management practices;
 - ii. have such plans approved by the Municipal Planner; and
 - iii. provide certification to the Municipal Planner through a Professional Engineer that the plans has been implemented.

All submissions and any changes made to the Plan shall be submitted to the satisfaction to the Town. The Owner shall implement an inspection and monitoring plan to maintain erosion control measures at its sole expense.

- c) The Owner agrees that the development of the Subdivision shall be undertaken in such a manner as to prevent any adverse effects, and to protect, enhance or restore any of the existing or natural environment, through the preparation of any stormwater management reports, as required by the Town. All reports are to be approved by the Municipal Planner prior to the commencement of any Works.

13. **Servicing Requirements for each Phase of Development**

The Owner acknowledges and agrees to submit, prior to registration, required servicing plans and studies including but not limited to, servicing study, servicing plan, grading and drainage plan and erosion and sediment control plan, in accordance with the Town or Provincial Standards, Specifications, technical bulletins and guidelines to the satisfaction of the Municipal Planner and Operations and Facilities Manager.

14. **Composite Utility Plan**

The Owner shall coordinate the preparation of an overall Composite Utility Plan showing the location, installation, timing, and phasing of all required Utilities through liaison with the appropriate Utility providers and approved by the Municipal Planner. The Owner acknowledges and agrees that if changes to other approved plans and/or completed Works are required as a result of the delayed approval of the Composite Utility Plan, these changes and any associated costs shall be the sole responsibility of the Owner.

15. Waste Collection

- a) The Owner agrees that prior to registration of each phase of the Plan of Subdivision, a plan will be provided illustrating the proposed location of Town waste collection to the satisfaction of the Municipal Planner.

16. Sanitary Services

- a) The Owner shall submit, prior to registration, detailed municipal servicing plans, prepared by a civil engineer licensed in the Province of Ontario, to the Municipal Planner.
- b) The Owner shall design, construct and pay all related costs for all necessary services for the lots abutting the sewer mains within the subject lands to the satisfaction of the Municipal Planner and Operations and Facilities Manager.

16(b). Water Services

- a) The Owner shall design and construct all necessary watermains and the details of services and meters for the lots abutting the watermains within the subject lands to the satisfaction of the Municipal Planner and Operations and Facilities Manager. The Owner shall pay all related costs, including the cost of connection, inspection, testing and disinfection by Town personnel, as well as the supply and installation of water meters and back flow devices as outlined in the Town's Water System Management By-Law by the Town.
- b) The Owner acknowledges and agrees that the details for water servicing and metering shall be to the satisfaction of the Municipal Planner and Operations and Facilities Manager. The Owner shall pay all related costs, including the cost of connections and the supply and installation of water meters and back flow devices by Town personnel.
- c) Upon completion of the installation of all watermains, hydrants and water services, the Owner shall provide the Town with the "As-Built" Plan(s), certified under seal by a Professional Engineer, showing the location of the watermains, hydrants and services. Furthermore, the Owner shall provide the "As-Built" information and the attribute data for the water plant installation in a form that is compatible with the Town's computerized systems.
- d) The Owner agrees to construct and install all services in all the streets and offsite locations and where applicable, oversized services shall be constructed and installed in accordance with the conditions and Town Specifications and approved reports.
- e) The Owner acknowledges and agrees not to permit any occupancy of buildings on the individual lots and blocks within the Subdivision until the Water Plant has been installed, tested, disinfected and placed in service to the satisfaction of the Municipal Planner and Operations and Facilities Manager.
- f) The Owner further acknowledges and agrees that the service curb stop, which is the fitting located near the property line that allows access to the shutoff valve, must be visible, raised to finished grade and in working condition in order for the Town to turn on the service.
- g) The Owner acknowledges and agrees that the details of services and meters for the lots abutting the watermain shall be to the satisfaction of the Municipal Planner and Operations and Facilities Manager. The Owner shall pay all related costs, including the cost of connections and the supply and installation of water meters and back flow devices.

17. Serviced Lands

- a) The Owner shall be responsible for the provisions of the following works, including oversizing and overdepth where appropriate for the subdivision's or owner's abutting lands' sole benefit, at its cost, in accordance with plans approved by the Municipal Planner, and/or the Province;
- watermains;
 - sanitary sewers;
 - storm sewers;
 - Roads and traffic plants;

- Street lights;
 - sidewalks;
 - landscaping;
 - Street name, municipal numbering, and traffic signs;
 - stormwater management facilities; and
 - grade control and drainage.
- b) The Owner shall not commence construction of any Works or cause or permit the commencement of any Works until the Town issues a Commence Work Notification, and only then in accordance with the conditions contained therein.
- c) The Owner shall provide services oversized and overdepth to service lands beyond the limits of the Subdivision as required and to the satisfaction of the Municipal Planner.
- d) The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate to the satisfaction of the Municipal Planner that there is adequate road, sanitary, storm, and watermain capacity and any environmental Compliance Approvals necessary are approved.

18. **Canada Post**

- a) Canada Post will provide mail delivery service to the Subdivision through centralized Community Mailboxes (CMBs). If the development includes plans for a multi-unit building(s) with a common indoor entrance, the Owner must supply, install and maintain the mail delivery equipment within these buildings to Canada Post specifications.

The Owner will consult with Canada Post to determine suitable permanent locations for the Community Mailboxes. The Owner will then indicate these locations on the appropriate servicing plans.

- b) The Owner will provide a suitable and safe temporary site for a Community Mailbox until curbs, sidewalks and final grading are completed at the permanent Community Mailbox locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.
- c) The Owner agrees to provide the following for each Community Mailbox site and to include these requirements on the appropriate servicing plans:
- Any required walkway across the boulevard, per municipal standards.
 - Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications)

19. **Utilities**

- a) The Owner acknowledges and agrees that prior to commencing any work within the Plan of Subdivision, the Owner must confirm that sufficient wire-line communication-telecommunication infrastructure is currently available to the proposed development to provide communication-telecommunication service to the proposed development. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner shall ensure, at no cost to the Town, the connection to and/or extension of the existing communication-telecommunication infrastructure. The Owner shall be required to demonstrate to the municipality that sufficient communication-telecommunication infrastructure facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication-telecommunication for emergency management services (i.e. 911 Emergency Services).
- b) The Owner shall coordinate the preparation of an overall utility distribution plan. This plan shall show the locations (shared or otherwise) and the installation timing and phasing of all required utilities (on-ground, below ground) through liaison with the appropriate electrical, gas, water, telephone and cablevision authority. This includes on-site drainage facilities. Such location plan shall be to the satisfaction of all affected authorities.

- c) The Owner shall transfer, at its expense, such new easements and maintenance agreements as are deemed necessary to service this Subdivision, to the satisfaction of the affected utilities and that of the appropriate authority. The Owner further agrees to ensure that these easement documents are registered on title immediately following registration of the final Plan, and the affected agencies duly notified.

20. **Fire Services**

The Owner acknowledges and agrees that if two-hour firewalls, active fire protection measures such as sprinkler systems and/or minimum building separations are required to comply with the Fire Underwriter Survey (FUS) calculation as per the current Town Design Guidelines for water distribution systems, the Owner shall note any such requirements on the grading plan. Furthermore, if required to comply with the Fire Underwriter Survey, the Owner will provide certified engineer plans, prior to registration, demonstrating the locations of such oversized services and/or oversized plumbing to compensate for low peak hour pressures in the local water distribution system, to the satisfaction of the Municipal Planner.

- a) The Owner acknowledges and agrees that it shall not demand of the Town to issue, nor shall anyone claiming title from it or under its authority, demand of the Town to issue, one or more building permits, or conditional building permits, to construct any building or other structure on any lots or block in the Subdivision until firebreaks are designated to the satisfaction of the Town's Fire Chief.
- b) The Owner agrees that all purchase and sale agreements for the whole or any part of a lot/block on the Plan of Subdivision wherein the dwelling contains, or intends to contain, a sprinkler system shall contain the following clause which shall be a covenant running with the lands for the benefit of the lands in the Subdivision:

The Transferee on behalf of themselves, their heirs, executors, administrators, successors and assigns acknowledges being advised that they must maintain the sprinkler system in working order if there is a sprinkler system installed to the satisfaction of the Town's Fire and Rescue Services Department.

21. **Land Transfers**

- a) The Owner shall convey or dedicate on the Plan, at no cost to the Town, all lands required for public purposes, including but not limited to, reserves, road widenings, sight triangles, walkway blocks, open space blocks, and lands required for parks (or cash-in-lieu thereof) and for stormwater management.
- b) The Owner agrees to convey, at no cost to the Town, any easements that may be required for the provision of water and wastewater systems, in addition to underground or overland stormwater drainage systems.

22. **Survey Requirements**

- a) The Owner shall provide the final plan intended for registration in a digital format that is compatible with the Town's computerized system.
- b) The Plan of Subdivision shall be referenced to the Horizontal Control Network in accordance with the Town requirements and guidelines for referencing legal surveys.

23. **Closing Conditions**

- a) It is agreed and declared that this Agreement and covenants, provisos, conditions and Schedules herein shall ensure to the benefit of and be binding upon the respective heirs, successors and assigns of each of the parties hereto.
- b) At any time prior to final approval of this plan for registration, the Town may, in accordance with Section 51 (44) of the *Planning Act*, amend, delete or add to the conditions and this may include the need for amended or new studies.
- c) The Owner shall pay any and all any outstanding taxes owing to the Town of Fort Frances prior to registration.

- d) Prior to registration of the Plan of Subdivision, the Town is to be satisfied that all conditions in this Agreement have been fulfilled.
- e) Despite paragraph 4.8.1 which specifies a five (5) day notice period, the Owner covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on its part, the Municipal Planner may serve notice to the Owner to have the damage repaired and if such notification is without effect for a period of two full days after such notice, the Municipal Planner may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fees under Section 427, of the *Municipal Act, 2001*, like manner as municipal taxes. Service by ordinary mail is deemed to have been served five (5) days after initial mailing.
- f) If the Plan(s) of Subdivision, including all phases within the draft approved Plan of Subdivision, has not been registered by **May 11, 2029** the draft approval shall lapse pursuant to Section 51 (32) of the *Planning Act*. Extensions may only be granted under the provisions of Section 51 (33) of said *Planning Act* prior to the lapsing date.

SCHEDULE "H"

REQUIRED WORDING OF LETTER OF CREDIT

(to be put on Bank Letterhead)

LETTER OF CREDIT NO.: _____
INITIAL EXPIRY DATE: _____

AMOUNT: \$ _____

Beneficiary:

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

Applicant:

Name of the Company
Complete Address

We, the undersigned, (**Name and address of Bank**) _____ (hereinafter called "the Bank") hereby establish an irrevocable Letter of Credit in favour of the Town of Fort Frances (hereinafter called "the Town") in the amount of (\$ _____) Dollars which may be drawn by you to the extent required for the proper fulfillment by (**Name of Owner:**) _____ of its obligation pursuant to a Subdivision Agreement between the Town of Fort Frances and (**Name of Owner:**) _____ dated the __ day of _____, 202_ , with respect to Project: (**Address of property**) _____ and Planning, Development and Building Services File No. (**Planning File No.**) _____ (hereinafter called "the Agreement").

Drafts under this Letter of Credit shall be in the form of a written demand for payment made by the Town. The amount of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned from time to time by the Town.

Any written demand for payment pursuant to this Letter of Credit by the Town will be the Bank's sufficient authority to make payment hereunder and the Bank shall not be required to determine the validity or sufficiency of such payment. The Town will, in its written demand for payment, confirm that monies drawn pursuant to this Letter of Credit are to be or have been expended by the Town pursuant to the obligations incurred or to be incurred by (**Name of Owner:**) _____ pursuant to the Agreement. Any breach by (**Name of Owner:**) _____ of the Agreement shall entitle the Town to call upon the whole or any part of this Letter of Credit.

Partial drawings are permitted.

The registration of a lien pursuant to the *Construction Act*, R.S.O. 1990, Chapter C.30, against any of the Works for this Letter of Credit is given shall entitle the Town to call upon this Letter of Credit to discharge the obligations imposed on the Town by virtue of the said *Construction Act*, R.S.O. 1990, Chapter C.30.

THIS LETTER OF CREDIT will continue in force for a period of one year; but shall be subject to the condition hereinafter set forth:

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any expiration date hereof, unless at least thirty (30) days prior to any such future expiration date, we notify you in writing by registered mail, that we elect not to consider this Letter of Credit to be renewable for any additional period.

Except so far as otherwise expressly stated, all provisions of the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Paris, France, Publication No. 600 are incorporated in and form an integral part of this document as if recited at length.

DATED AT _____ this day of _____, 202_.

Per:

(DO NOT INCLUDE FOLLOWING PARAGRAPH IN THE LETTER OF CREDIT-FOR INFORMATION PURPOSES ONLY)

****Please note that the Town of Fort Frances will ONLY accept letters of credit issued by following approved financial institutions: The Toronto-Dominion, Royal Bank of Canada, National Bank of Canada, The Bank of Nova Scotia, Bank of Montreal, Canadian Imperial Bank of Commerce and Caisse Populaire Desjardins Ontario Credit Union Inc. and HSBC Bank of Canada**

REQUIRED WORDING OF SURETY BOND
DEVELOPMENT AGREEMENT SURETY BOND

BOND NO.: _____ **AMOUNT: \$** _____

KNOW ALL PERSONS BY THESE PRESENTS, that

, _____
 as Principal, hereinafter called the "**Principal**", and

, _____
 as Surety, hereinafter called the "**Surety**", are held and firmly bound unto the Town of Fort Frances, as Obligee, hereinafter called the "**Obligee**", in the amount of _____ Dollars (\$ _____) for (select one: on-site works and other obligations as may be required, off-site works and other obligations as may be required, or subdivision works/obligations) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal and Obligee (and _____, as an owner where works would occur) have entered into, or will enter into, an agreement with reference number with respect to lands known as _____, **D07XXX**, in the Town of Fort Frances (said agreement is by reference made a part hereof and is hereinafter referred to as the "**Development Agreement**").

NOW THEREFORE, the condition of this obligation is such that if the Principal shall, in the opinion of the Obligee do and perform all of the stipulations, conditions, covenants and terms of the Development Agreement, then this obligation shall be void and of no effect; otherwise, it shall remain in full force and effect.

PROVIDED, however, the foregoing obligation is subject to the following terms and conditions:

1. Whenever the Principal shall be declared in writing by the Obligee to be in default under the Development Agreement, and the Obligee intends to make a claim under this bond, the Obligee shall notify the Principal and the Surety in writing of such default in the form of a Demand, the form of which is attached to this Bond as Schedule "A".
2. On determination by the Obligee, in its sole and absolute discretion, that the Principal is in default of its obligations under the Development Agreement, the Surety and Principal agree that the Surety will make payments to the Obligee for amounts demanded by the Obligee, up to an aggregate of the Bond Amount, within fifteen (15) business days after the Surety's receipt of a Demand from the Obligee at the email address noted herein.
3. This Bond is irrevocable, and payment will be made notwithstanding any objection by the Principal. Where a Demand in the prescribed form has been delivered to the Surety, it shall be accepted by the Surety as conclusive evidence of its obligation to make payment to the Obligee, and the Surety shall not assert any defence or grounds of any nature or description for not making payment to the Obligee, in whole or in part, pursuant to such Demand, including but not limited to any of the following reasons: that a Default has not occurred, that the Principal committed any fraud or misrepresentation in its application for the Bond, or that the amount set out in the Demand is not appropriate, warranted or otherwise not in accordance with the Development Agreement. The Surety's liability under this Bond is unconditional and shall not be discharged

or released or affected by any arrangements made between the Obligee and the Principal or by any dispute between the Surety and Principal, or the taking or receiving of security by the Obligee from the Principal, or by any alteration, change, addition, modification, or variation in the Principal's obligation under the Development Agreement, or by the exercise of the Obligee or any of the rights or remedies reserved to it under the Development Agreement or by any forbearance to exercise any such rights or remedies whether as to payment, time, performance or otherwise (whether or not by any arrangement, alteration or forbearance is made without the Surety's knowledge or consent). All payments by the Surety shall be made free and clear without deduction, set-off or withholding.

4. The Bond cannot be amended or terminated without the express approval of the Obligee.
5. The Obligee may make multiple Demands under this bond.
6. The amount of the Bond may be reduced upon request as advised by notice in writing by the Obligee to the Surety.
7. Each payment made by the Surety under this Bond shall reduce the amount of this Bond.
8. In no event shall the Surety be liable for a greater sum than the amount of this Bond.
9. No right of action shall accrue upon or by reason hereof to, or for the use or benefit of any person other than the Obligee.
10. The Bond shall only apply to a singular project, as listed in the Whereas statement above.
11. When the Principal has completed all works required by the Development Agreement to the Obligee's satisfaction, all maintenance and rectification periods contained within the Development Agreement have expired, and the Obligee has finally assumed all works in writing, the Obligee shall return this Bond to the Surety for termination or advise the Surety in writing that this Bond is terminated, in accordance with the terms of the Development Agreement.
12. If the Surety at any time delivers at least ninety (90) days prior written notice to the Obligee and to the Principal of its intention to terminate this obligation, the Principal shall deliver to the Obligee, not less than thirty (30) days prior to the termination of this Bond, financial security in the amount of this Bond in a form acceptable to the Obligee. If the replacement financial security is not provided by the Principal or is not accepted by the Obligee, the Town will demand payment in full from the Surety before its termination.
13. Nothing in this bond shall limit the Principal's liability to the Obligee under the Development Agreement.
14. This Bond shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated, in all respects, as a contract entered into in the Province of Ontario without regard to conflict of laws principles. The Principal and Surety hereby irrevocably and unconditionally attorn to the jurisdiction of the courts of the Province of Ontario.
15. All Demands and notices under this Bond shall be delivered by email to the Surety, copying the Principal at their email set out below, subject to any change of email in accordance with this Section. A change of email for the Surety is publicly available on the Financial Services Regulatory Authority of Ontario website. The email for the Principal may be changed by giving notice to the other parties setting out the new email in accordance with this Section.
16. The bond must be viewable, printable and storable in standard electronic file formats compatible with the Obligee's (Town) requirements, and in a single PDF file. Hard copy original, fax and scanned PDF are not acceptable.
17. The Surety agrees to indemnify the Obligee from any claims related to the Bond, holding the principal responsible for repaying any money paid by the surety to the Obligee in the process of settling a claim.
18. As per O. Reg. 461/24, as may be amended, the bond shall be of an insurer that is licensed under the Insurance Act to write surety insurance and that is rated:

- a) by Dominion Bond Rating Service as "A" or higher,
- b) by Fitch Ratings as "A-" or higher,
- c) by Moody's Investors Service Inc. as "A3" or higher,
- d) by Standard and Poor's as "A-" or higher, or
- e) by A.M. Best Company, Inc. as "A-" or higher.

The Surety:

Name
 Address
 Email
 Phone

The Principal:

Name
 Address
 Email
 Phone

The Oblige:

Name
 Address
 Email
 Phone

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority.

SIGNED AND SEALED this _____ day of _____, **20__**, in the presence of:

Per:	Per:
Name:	Name:
Title:	Title:

I / We have the authority to bind the Corporation.

 , Attorney in Fact

**Schedule A
DEMAND – NOTICE OF DEFAULT**

Date:

Surety:

Address:

Attention:

Re: Development Agreement Bond No. (the "Bond")

Principal: (the "Principal")
Obligee: (the "Obligee")
Agreement: (the "Development Agreement")

Dear _____,

Pursuant to the above referenced Bond, the Town of Fort Frances hereby declares a default under the Development Agreement.

We hereby demand that the Surety honour its fifteen (15) day payment obligation as per the terms of the Bond and we hereby certify that we are entitled to draw on the Bond pursuant to the terms of the Development Agreement and demand payment of \$ _____ under the terms of the Bond.

Payment Instructions:

Yours truly,

THE TOWN OF FORT FRANCES

SCHEDULE "I"

REQUIRED WORDING OF INSURANCE CERTIFICATE

CERTIFICATE HOLDER / ISSUED TO: Town of Fort Frances
Attn: Planning and Development Division
320 Portage Avenue,
Fort Frances, Ontario, P9A 3P9

Re: Subdivision Agreement between OWNER and the Town of Fort Frances dated the day of , 202 with respect to Project: **XXXXX** and Planning and Development File No: _____

This is to certify that the insured set forth is insured with the *Insurance Company*, which insurance is described below:

Insurance Company:
Name of Insured:
Address of Insured:
Address of Insured Property: XXXXX, Ontario
Class of Insurance: Commercial General Liability or Wrap-up Liability
Policy Number:
Effective Date:
Expiry Date:
Coverage Limit: \$5,000,000.00
Deductible:
Broker Name:

ITEMS TO BE INCLUDED IN COVERAGE AND LISTED WITHIN INSURANCE CERTIFICATE: Personal Injury Liability; Contractual Liability; Non-Owned Automobile Liability; Owner's and Contractor's Protective Coverage; Premises and Operations Liability; Products - Completed Operations Liability; Contingent Employers Liability; Cross Liability Clause; Severability of Interest Clause

- Town of Fort Frances
- (Include name of registered owner if using contractor's commercial general or wrap-up liability coverage)

has/have been added as an additional insured for all operations and contracts, but only with respect to its interest in the operations of the named insured(s).

This is to certify that the Policy of Insurance as described above has been issued by the undersigned to the insured named above and is in force at this time.

If cancelled, the Town of Fort Frances shall be given thirty (30) days written notice by registered mail by the insurer(s) to the:

Town of Fort Frances
Attn: Planning and Development Division
320 Portage Avenue,
Fort Frances, Ontario, P9A 3P9

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This certificate is executed and issued to the aforesaid Town of Fort Frances, the day and date herein written below.

Date: _____
Name of Insurance Company (not broker): _____
Name of Insurance Broker: _____
Authorized Representative or Official By: _____

SCHEDULE "J"

**AGREEMENT INDEX
SUBDIVISION AGREEMENT – SERVICED LANDS**

Schedule A – Description of Lands to which this Agreement applies

Schedule B – Estimated Cost of Works to be Constructed

Schedule C – Securities and Cash Payable

Schedule D – Municipal Covenants

Schedule E – Financial Requirements

Schedule F – Transfer of Lands for Public Purposes

Schedule G – Special Conditions

Schedule H – Required Wording of Letter of Credit

Schedule I – Required Wording of Insurance Certificate

Schedule J – Agreement Index



The Corporation of the Town of Fort Frances By-Law 42-26

Being a By-Law to confirm the Proceedings of the Council of the Corporation of the Town of Fort Frances.

WHEREAS Subsection 5(1) of the *Municipal Act, 2001, as amended*, provides that the powers of a municipality shall be exercised by its council, and

WHEREAS Subsection 5(3) of the *Municipal Act, 2001, as amended*, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 of the *Municipal Act, 2001, as amended*, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise, and

WHEREAS the Council of the Corporation of the Town of Fort Frances adopted By-law 52-23 on July 10, 2023, establishing rules of order and procedures for the Council, and

WHEREAS provision was made in By-Law 52-23 for enactment of a Confirmatory By-Law at the end of each Regular Council Meeting to confirm recommendations and actions approved at that meeting, and

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

1. THAT the actions of the Council of the Corporation of the Town of Fort Frances at its meeting held on **June 8, 2026**, in respect of every report, motion, resolution, or other action recorded, passed and taken by the Council, except where the prior approval of any Board, Tribunal or other authority is by law required, are hereby adopted, ratified, enacted and confirmed as if all such proceedings and actions had been expressly embodied in this by-law.
2. THAT where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the Town of Fort Frances in the above-mentioned minutes, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing and taking of any action authorized therein and thereby or required for the exercise of any powers therein by the Corporation of the Town of Fort Frances.
3. THAT any member of Council who dissented from any action or proceeding or has abstained from discussion and voting thereon shall be deemed to have dissented or abstained, as the case may be, in respect to this By-Law as it applies to such action or proceeding.
4. THAT the Mayor or designate and the proper officials of the Municipality are hereby authorized and directed to do all things necessary to give effect to the said proceedings and actions of the Council or to obtain approvals where required are to execute all documents as may be necessary in that behalf, and the Clerk or designate is hereby authorized and directed to affix the Corporate Seal to all such documents.
5. THAT this by law shall come into force and take effect on the final passing thereof.

ENACTED and **PASSED** this 8th day of June, 2026.

Chelsea Greig, Municipal
Clerk

Andrew Hallikas, Mayor