



TOWN OF FORT FRANCES

AGENDA - April 25, 2022

COMMITTEE OF THE WHOLE MEETING

Committee Room and Council Chambers, Civic Centre

(Session No. 098) 5:30 PM

Microsoft Teams meeting

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[+1 807-701-5975,,602402191#](#) Canada, Thunder Bay

Phone Conference ID: 602 402 191#

Page

1. **Call to Order/Roll Call**

2. **Disclosure of pecuniary interest and the general nature thereof.**

3. **Delegations/Deputations:**

- 3.1 Paul S. Heayn, Town of Fort Frances Integrity Commission, re:
Report of Investigation into Conflict of Interest Complaint concerning
Mayor June Caul

4 - 13

Motion:

Recommendation: THAT Council receive the report from the Integrity Commission regarding the investigation into a Conflict of Interest concerns regarding Mayor Caul

4. **Council Reports on Board & Committee Activity:**

- 4.1 Mayor Caul - Verbal Update

Councillor Behan - Verbal Update

Councillor Brunetta - Verbal Update

Councillor Hallikas - Verbal Update

5. **Consent Agenda:**

- 5.1 Approval of Consent Agenda

Motion:

Recommendation: THAT the matters listed on the Consent Agenda be referred to the Consent Agenda for the Regular Meeting of Council later tonight for approval being items # 5.2, 5.3, 5.4 and 5.5

5.2 SSPC02-2020: Site Plan Control - 814 Scott Street 14 - 75

Motion:

Recommendation: THAT the application for site plan control - 814 Scott Street and the associated documents be approved;

that the authorizing by-law come forward at a future meeting of Council;

and further that the Mayor and Clerk be authorized to execute the site plan control agreement documents on behalf of the corporation.

5.3 Procedural By-Law - Electronic Participation 76 - 83

Motion:

Recommendation: THAT approval of this report will agree with the recommendation of the Administration and Finance Executive Committee that Council approve an amendment to the Procedural By-Law relating to electronic participation and that the By-Law be brought forward for enactment

5.4 Chem Free Grad Request 84 - 86

Motion:

Recommendation: THAT approval of this report will agree with the recommendation of the Administration and Finance Executive Committee that Council approve a donation to the FFHS Chem Free Grad Party in the amount of \$1,039.02

5.5 2022 Emergency Management Program Review 87 - 152

Motion:

Recommendation: THAT approval of this report will agree with the recommendation from the Administration & Finance Executive Committee that Council approve the report as presented and authorize that a by-law be prepared for signing by the Mayor and Clerk

6. Administration and Finance Division:

6.1 Council Remuneration & Expenses 153 - 157

Motion:

Recommendation: THAT Council receive the report submitted by the Treasurer dated April 25, 2022 relating to the 2021 Council Remuneration and Expenses as information

6.2 Sunny Cove Camp - Request For Proposal 158 - 159

Motion:

Recommendation: THAT Council of the Town of Fort Frances requested to be consulted with respect to the previously authorized issuance of a Request for Proposal to lease the Sunny Cove Camp property; and

FURTHER THAT Council provides its input, and vision relating to the service level for the Sunny Cove Camp operation to be incorporated in a Request for Proposal.

7. General: None

8. Information:

8.1 EMPCA 2021 compliance results

160

8.2 Complaint Register March 2022

9. ADJOURNMENT

9.1 The meeting adjourned at _____ p.m.

Motion:

THAT this meeting of the Committee of Whole of Council of the Town of Fort Frances be now closed.

REPORT OF AN INVESTIGATION
INTO A CONFLICT OF INTEREST COMPLAINT
CONCERNING
MAYOR JUNE CAUL
OF
THE TOWN OF FORT FRANCES
ON
OCTOBER 25, 2021
AND
NOVEMBER 8, 2021

PAUL S. HEAYN, INTEGRITY COMMISSIONER
FOR THE TOWN OF FORT FRANCES
April 25, 2022

SUMMARY

A formal application pursuant to subsection 223.4.1(2) of the Municipal Act, 2001 was filed with me on December 6, 2021 by an anonymous person (the Applicant).

The Application alleges that Mayor June Caul (the “Mayor”), a member of the Town of Fort Frances Council, contravened the Municipal Conflict of Interest Act (MCIA).

The Application alleges that the Mayor contravened the MCIA by failing to disclose a pecuniary interest, participating in discussion, and voting on two (2) matters:

- 1) **On October 25, 2021** Council considered item 10.2, *“A proposed or pending acquisition or disposition of land by the municipality or local board: Property Matter”*.

The “property matter” in question pertained to a real estate transaction where Mayor Caul was a member of a club that had an interest in the transaction. The specific property was not disclosed in the public agenda, nor were the supporting documents related to this item of business published with the public agenda.

- 2) **On November 8, 2021** the regular meetings of Committee of the Whole and Council considered item 10.3 *“Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; more specifically item 10.3 legal matter”*.

The “legal matter” in question pertained to a legal demand letter that Mayor Caul is the principal recipient of that issue.

The letter expressed concerns about quoted comments attributed to the Mayor in an issue of the Fort Frances Times. The letter states that Mayor Caul’s comments were “misleading and unfairly critical” and appears to suggest that they were defamatory. The letter appears to threaten that if the situation is not remedied, action would be taken against the Mayor.

APPOINTMENT AND AUTHORITY

The Town of Fort Frances (the Town) has appointed Paul S. Heayn, Municipal Consultant as its Integrity Commissioner for the purpose of dealing with a complaint. As Integrity Commissioner, Paul S. Heayn acts pursuant to Sections 223.4 which states:

Inquiry by Commissioner re s. 5, 5.1 or 5.2 of *Municipal Conflict of Interest Act*

223.4.1 (1) This section applies if the Commissioner conducts an inquiry under this Part in respect of an application under subsection (2). 2017, c. 10, Sched. 1, s. 21.

Application

(2) An elector, as defined in section 1 of the Municipal Conflict of Interest Act, or a person demonstrably acting in the public interest may apply in writing to the Commissioner for an inquiry to be carried out concerning an alleged contravention of section 5, 5.1 or 5.2 of that Act by a member of council or a member of a local board. 2017, c. 10, Sched. 1, s. 21.

TIMING

Section 223.4.(1)(4) of the Municipal Act, Provides that: An application may only be made within six (6) weeks after the applicant became aware of the alleged contravention. 2017, c. 10, Sched. 1, s. 21. The Application was made on December 6, 2021 for contraventions of October 25, 2021 (43 days or 6 weeks) and November 8, 2021 (29 days or 4 weeks) within the six week period. An elector, solicitor or Council had six (6) weeks after the alleged violations to apply to a judge. However, the Integrity commissioner has 180 days to complete his inquiry and has the option to apply to a judge. As of April 25th, 2022, one hundred forty one (141) days have passed.

MCIA PROVISION AT ISSUE

1. For the October 25, 2021 alleged contravention:

Section 2 of the MCIA states:

For the purposes of this Act, a member has an indirect pecuniary interest in any matter in which the council or local board, as the case may be, is concerned, if:

(a) the member or his or her nominee,

(i) is a shareholder in, or a director or senior officer of, a corporation that does not offer its securities to the public,

(ii) has a controlling interest in or is a director or senior officer of, a corporation that offers its securities to the public, or

(iii) is a member of a body,

that has a pecuniary interest in the matter; or

(b) the member is a partner of a person or is in the employment of a person or body that has a pecuniary interest in the matter.

2. For the November 8, 2021 alleged contravention:

5 (1) Where a member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the council or local board at which the matter is the subject of consideration, the member, (a) shall, prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;

(b) shall not take part in the discussion of, or vote on any question in respect of the matter; and

(c) shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question.

(2) Where the meeting referred to in subsection (1) is not open to the public, in addition to complying with the requirements of that subsection, the member shall forthwith leave the meeting or the part of the meeting during which the matter is under consideration.

Section 223.4.(1)

(15) Upon completion of the inquiry, the Commissioner may, if he or she considers it appropriate, apply to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the member has contravened section 5, 5.1 or 5.2 of that Act. 2017, c. 10, Sched. 1, s. 21.

REVIEW OF MATERIALS AND INQUIRY

In order to undertake my inquiry into the Application and make a determination on the alleged contravention of the MCIA, I have undertaken the following steps:

- Review of Application and all materials referred to therein;
- Review of relevant MCIA reports and Court Cases related or similar to this complaint;
- Review of the Mayor's response, dated March 25, 2022, and all attachments and materials referred to therein;
- Review of the reply submissions of the Applicant, dated March 28, 2022;
- Review of relevant Council materials, including agendas, minutes, and staff reports and presentations;
- Review of the Town of Fort Frances I.C. Inquiry Protocol

BACKGROUND

1) October 25, 2021 Meeting – The Applicant Alleges:

During the closed session of Council on this date, Council considered item 10.2, "*A proposed or pending acquisition or disposition of land by the municipality or local board: Property Matter*".

The "property matter" in question pertained to a real estate transaction where Mayor Caul was a member of a club that had an interest in the transaction. The specific property was not disclosed in the public agenda, nor were the supporting documents related to this item of business published with the public agenda.

The matter under consideration for this item included whether to sell the property. The report from administration which appeared in the closed session agenda package specifically included options to sell or otherwise dispose of the property, including to "move forward with a sale of the property and be released from any operating, capital, or other requirements now and in the future."

The property was transferred to the Town during a prior term of Council by the local club. It is understood that:

- (i) the Town's agreement with the club gives the club a first right of refusal should the Town decide to sell the property and
- (ii) the property is also managed by the Town in accordance with operating restrictions set by the club. A written agreement to this effect is on file at the Town administration and has been discussed at various Council meetings.

The Applicant believes that Mayor Caul is an officer, director, and/or a member of the club.

2) November 8, 2021 Meeting: - The Applicant Alleges:

On November 8, 2021, the regular meetings of Committee of the Whole and Council was held. During the closed session of Council on this date, Council considered item 10.3, *“Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; more specifically item 10.3 legal matter”*.

The “legal matter” in question pertained to a legal demand letter that Mayor Caul is the principal recipient of that issue. Copies of the letter went to each Council member and the CAO.

The letter dated November 3, 2021 expressed concerns about quoted comments attributed to the Mayor in the issue of the Fort Frances Times. The letter states that Mayor Caul’s comments were “misleading and unfairly critical” and appears to suggest that they were defamatory. The letter appears to threaten that if the statements were not retracted by November 12, 2021, action would be taken against the Mayor.

Based on the Applicant’s understanding of the Municipal Act, the Mayor and individual members of Council are not synonymous with Council or the Town. Likewise, the correspondence is a legal threat directed at Mayor Caul, and not the Town. It is plainly addressed to only the Mayor, and it was concerned about her comments.

Another reason this was evident to the Applicant was because of prior correspondence sent to Mayor Caul (which was also copied to members of Council). In this earlier prior letter it took issue with the Mayor’s earlier public comments which they felt impugned members of their organization, which they describe as “defamatory allegations”. Both letters pertain to the Mayor’s public comments on the same subject matter.

The comments at issue in this current demand letter are not comments which were authorized by Council nor are they consistent with or reflective of Council’s views about the organization. Council has never adopted a resolution or otherwise issued a statement casting aspersions about the organization or anyone associated with it.

To the contrary, resolution number 813, adopted by Council after the closed session meeting on November 8, 2021, states as follows:

Resolution 813: Judson-McTaggart (Added Motion called by Councillor Judson)

THAT Council of the Town of Fort Frances expresses its appreciation for and confidence in the advice and guidance it has received from ‘the subject organization’ – the advisors and consultants.

Carried. (By recorded vote: passed unanimously [Councillor Brunetta absent] Mayor voting ‘Yea’)

MATTERS ALLEGED TO GIVE RISE TO PECUNIARY INTEREST**1) October 25, 2021 Closed Session of Council**

The Applicant believes that Mayor Caul is an officer, director, and/or a member of the club.

In support of these allegations, the Applicant enclosed:

- a. a copy of an article from the Fort Frances Times, dated October 10, 2018, in which Mayor Caul states that she is “a director of the local club”,
- b. a copy of her biography from the Town’s website, in which she states that she is a member of the “club”, and
- c. a copy of an article from the Toronto Star, dated February 3, 2021, which states that Mayor Caul has been a member of the “club” for eight years.

The Mayor did not declare an interest in the real estate item of business or recuse herself from the meeting during the consideration of this item. She also continued to chair the meeting during consideration of this item.

The minutes of the Regular Session of Council held on October 25, 2021. These minutes contain no indication that Mayor Caul declared an interest in item 10.2 or recused herself from the discussion on item 10.2.

2) November 8, 2021 Closed Portion of the Council of the Whole Meeting

Mayor Caul did not declare an interest in item 10.3 or recuse herself from the November 8, 2021 meeting during its consideration. The Applicant alleges that the meeting ought to have been open to Council to discuss the Town’s interest in this item and any damage caused to its relationship with the subject organization in the absence of, and without the presence, influence, and chairing of the person who has a pecuniary interest in the subject organization’s legal claims.

The minutes of November 8, 2021 contain no indication that Mayor Caul declared an interest in item 10.3 nor that she recused herself from the discussion on item 10.3.

Resolution number 813, also appears in these minutes.

Councillor Judson commented on the Mayor’s conflict in the open session of this meeting before going into the closed session, without identifying the Mayor in his remarks. He had hoped that this might have caused the Mayor to declare a conflict; however, the Mayor still failed to declare an interest prior to moving into closed session.

Once in closed session, the Mayor denied that she had a conflict. She claimed that because members of Council were “cc’d” on the demand letter, she was not in conflict. She did not specify any basis for this conclusion. She also continued to chair the meeting during consideration of this item of business – again, being a legal demand she had personally received from a third party.

The Mayor stated at the outset of Council’s discussion of this item in closed session that she was not going to say much and was going to listen to others, which the Applicant understood as a tacit acknowledgement of her interest in this item.

POSITION OF THE PARTIES

March 25, 2022 – the Mayor’s Response:

1) October 25, 2021 Closed Session of Council – Property Matter

The Respondent advised that she is a member of the club in question but “certainly do not have a pecuniary interest either for the Town’s or club’s perspective”.

Mayor Caul also advised that she was a director at “that time” and that subsequently “All directorships have been discontinued. “I really cannot fathom how I was in conflict regarding the club.”

1) November 8, 2021 Closed Portion of the Council of the Whole Meeting Item 10.3 Legal Matter

When I pointed out to the Mayor that during Council’s discussion of item 10.3 (the legal demand letter) that she did not declare a Conflict of Interest she replied that “No. There was a concern from some Councillors and the CAO and they thought it should be put on the agenda for discussion as to how to deal with it. The discussion was just for Council to decide how this should be handled. This is another item that has already been dealt with by our lawyers and I thought it was done with. The insert in the article from the newspaper that mentioned the ‘organization’ was written in by the reporter as an assumption, not said by me. I have checked with the reporter to see if I had used that name during my interview and she said ‘No’, that she assumed that’s what I meant. I did not think I needed to declare anything because of the general discussion as to how the Town and I would need to handle it. “And I do not remember Councillor Judson suggesting I declare a conflict in regard to this complaint. I do know that I never participated in that conversation”.

FINDINGS

2) October 25, 2021 Closed Session of Council – Property Matter

The Municipal Conflict of Interest Act Section 2 Applies to Mayor Caul’s membership in the ‘club’:

(2) For the purposes of this Act, a member has an **indirect pecuniary interest in any matter** in which the council or local board, as the case may be, is concerned, if,

(a) the member or his or her nominee,

(i) is a shareholder in, or a **director** or senior officer of, a corporation that does not offer its securities to the public,

(ii) has a controlling interest in or is a director or senior officer of, a corporation that offers its securities to the public, or

(iii) is a member of a body,

that has a **pecuniary interest** in the matter; or

(b) the member is a partner of a person or is in the employment of a person or body that has a pecuniary interest in the matter. R.S.O. 1990, c. M.50, s. 2.

During the October 25, 2021 Closed session of Council, Mayor Caul admits that she was a Member and a director of the club. Therefore, in accordance with Section (2) above, Mayor Caul had an obligation to declare a Conflict of Interest. Mayor Caul did not declare a conflict of interest in this matter because she felt that she did not have a pecuniary interest as a Council member or as a member of the club. This is in strict contrast to the MCIA Section (2) that provides that the Mayor had an ‘indirect pecuniary

interest' simply because the club itself had a pecuniary interest in the property that was being discussed by Council.

Although Mayor Caul did not mention the 'Exceptions' listed in Subsection 4 of the Act, I examined each of the exceptions and the closest fit to Mayor Caul's situation would be exception (k) which says:

(k) by reason only of an interest of the member which is so remote or insignificant in its nature that it cannot reasonably be regarded as likely to influence the member.

The Act is very clear in its purpose. The Province of Ontario endorses the following principles:

1. The importance of integrity, independence and accountability in local government decision-making.
2. The importance of certainty in reconciling the public duties and pecuniary interests of members.
3. Members are expected to perform their duties of office with integrity and impartiality in a manner that will bear the closest scrutiny.

I looked at some court cases where conflict of interest was dealt with in the Courts and the case of Gammie v. Turner was close to the situation where a Member of Council for Town of South Bruce Peninsula that provided a fifty thousand dollar grant (\$50,000) to the Wiarton Chamber of Commerce for the "Warton Willie Festival", a three-day festival marking Groundhog Day, and the largest winter event in Bruce County. Jim Turner was a businessman and a member of the Chamber of Commerce and a Councillor for the Town of South Bruce Peninsula.

Craig Gammie maintained that Councillor Turner had a direct pecuniary interest as a business owner in the municipality and an indirect pecuniary interest as a member of the Chamber of Commerce.

As quoted in the Gammie v. Turner case:

The MCIA is important legislation. It seeks to uphold a fundamental premise of our governmental regime. Those who are elected and, as a result, take part in the decision-making processes of government, should act, and be seen to act, in the public interest. **This is not about acting dishonestly or for personal gain; it concerns transparency and the certainty that decisions are made by people who will not be influenced by any personal pecuniary interest in the matter at hand. It invokes the issue of whether we can be confident in the actions and decisions of those we elect to govern. The suggestion of a conflict runs to the core of the process of governmental decision-making. It challenges the integrity of the process.**

The exemption like the one in s. 4(k), (pecuniary interests so remote as unlikely to affect a councillor's vote), can be regarded as involving circumstances in which an informed person, viewing the matter realistically and practically, and having thought the matter through, would conclude that the pecuniary interest would not affect the councillor's ability to make an impartial decision.

There is no evidence that Mayor Caul would derive a financial benefit from the decision of Council to offer the sale of the property to the club.

I find that Mayor Caul had an indirect pecuniary interest in Item 10.2 on the Council agenda of October 25, 2021 and should have erred on the side of caution and declared a conflict. I cannot presume what a court will conclude or if exemption 4(k) would be an effective defence.

3) November 8, 2021 Closed Portion of the Council of the Whole Meeting Item 10.3 Legal Matter

Item 10.3 concerned a demand letter to Mayor Caul dated November 3, 2021 and pertained to a legal demand that Mayor Caul had personally received from the law firm, on behalf of their client. The letter was expressing concerns about quoted comments attributed to the Mayor in the Fort Frances Times. The letter states that Mayor Caul's comments were "misleading and unfairly critical" and appears to suggest that they were defamatory of the organization. The letter concluded by saying: *"We trust that you will retract these statements by November 12th, otherwise our client will consider taking further action"*.

The fact that the demand letter was addressed to Mayor Caul about comments attributed to her in the local newspaper and the request for her to retract these statements by November 12th clearly indicate that this matter has a personal attachment to Mayor Caul.

Mayor Caul has a direct pecuniary interest in the Item 10.3 on the November 8th agenda and as such should have declared a conflict of interest. The fact that Mayor Caul did not name the organization accusing that agency of withholding information; she had a duty to respond to the demand letter regarding their allegations and provide a defense or clarification on their allegations rather than letting Council deal with the matter on her behalf.

CONCLUSION

I have concluded that there was **indirect pecuniary** interest in the matter considered at the Council Meeting of October 25, 2021 because the matter being discussed by Council in-camera regarding the disposition of the property and the obligation of the Town to afford the club the first right of refusal if the Town were to sell the property, and Mayor Caul simply by being a member of the Kiwanis Club (which had a pecuniary interest) therefore had an indirect pecuniary interest in the matter. Consequently, Mayor Caul should have declared a Conflict and removed herself from the meeting while the matter was discussed.

I have concluded that there was **direct pecuniary** interest in the matter considered at the Council Meeting of November 8, 2021 because the matter being discussed by Council in-camera regarding a legal demand letter was expressly concerned about quoted comments attributed to the Mayor in the Fort Frances Times. Mayor Caul should have declared a Conflict and removed herself from the meeting while the matter was discussed.

Pursuant to section 6.13 of the Inquiry Protocol, I will not apply to a judge to determine if there has been a violation of the MCIA, as I believe an elector, a Solicitor or Council themselves had six (6) weeks after the alleged violations to apply to a judge and had not. Each would have been better qualified to apply to a judge in this case to determination whether the Mayor had contravened sections 5, 5.1 or 5.2 of the MCIA .

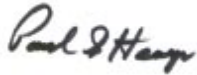
In accordance with Section 9 of the Municipal Conflict of Interest Act, the Judge has the following powers:

Power of judge

9 (1) If the judge determines that the member or former member contravened section 5, 5.1 or 5.2, the judge may do any or all of the following:

1. Reprimand the member or former member.
2. Suspend the remuneration paid to the member for a period of up to 90 days.
3. Declare the member's seat vacant.
4. Disqualify the member or former member from being a member during a period of not more than seven years after the date of the order.
5. If the contravention has resulted in personal financial gain, require the member or former member to make restitution to the party suffering the loss, or, if the party's identity is not readily ascertainable, to the municipality or local board, as the case may be. 2017, c. 10, Sched. 3, s. 7

Respectfully submitted by:



Paul S. Heayn,
Integrity Commissioner

**Town of Fort Frances
Administrative Report**

TO: Mayor & Council
FROM: Cody Vangel, Chief Building Official & Municipal Planner
SUBJECT: SPC02-2020: Site Plan Control – 814 Scott Street
DATE: April 25, 2022

Issue:

Consideration of application for site plan control regarding development of 18-unit residential apartment building located at 814 Scott Street.

Strategic Impact:

11. Undertake residential development

Options/Alternatives:

1. Approve application for site plan control and enter into site plan control agreement; or
2. Do not require site plan control agreement

Administrative Recommendation:

THAT the application for site plan control and the associated documents be approved;
 AND THAT the authorizing by-law come forward at a future meeting of Council;
 AND FURTHER THAT the Mayor and Clerk be authorized to execute the site plan control agreement documents on behalf of the corporation.

History:

In 2020, the property owners (Friesen Five Inc. o/a Newfort Developments) of 814 Scott Street successfully rezoned the property from General Commercial to Residential Type Two, as well as amended the Official Plan designation for the property from an Employment Area to a Living Area.

Administration worked with the property owners to finalize a site plan control agreement for the development through the fall of 2020, with an anticipated build scheduled for the summer of 2021. With the ongoing global pandemic, border closures and significant material price hikes, the applicants decided to put the project on hold in 2021. This led to the rescindment of the existing site plan agreement and authorizing by-law.

With the plan for the project remaining the same, the applicant is looking to initiate the project once again for 2022, and as part of this, initiate the site plan control agreement that was rescinded.

Analysis:

Administration has included with this report all applicable documents that were required for the site plan agreement in 2020. The same documents including the draft agreement will form the basis of the agreement. Similar to the initial agreement, administration will seek a \$75,000.00 letter of credit (or hold) against the project to ensure that it is completed in conformance with all associated documents, specification and aspects of the effective agreement.

Consultation:

- Consultation completed in 2020 on the project

Supporting Document / Financial Documents:

- Site plan control application
- Site Plan
- Site servicing and stormwater management plan
- Draft agreement

SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2022.

B E T W E E N:

Friesen Five Inc. (o/a Newfort Developments)
(the “Owner”)
- and -
The Corporation of the Town of Fort Frances
(the “Municipality”)

WHEREAS:

- A. The Owner has represented to the Municipality that the Owner is the registered and beneficial owner of the lands and premises (the “Lands”) legally described in **Schedule 1** hereto;
- B. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, an 18 unit three storey apartment building (herein sometimes referred to as the “Development” or “Proposed Development”);
- C. By an application dated March 22, 2022, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- D. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- E. The Owner has submitted to the Municipality the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) in respect of such Proposed Development by the Owner of the Lands; and
- F. s. 41(10) of the Planning Act (as “Planning Act” is defined in paragraph 3 of this Agreement) (the “Planning Act”) permits the registration of this Agreement against the Lands.

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

The Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as 814 Scott Street, more particularly described in **Schedule 1** attached hereto.

Schedules

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

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Definitions

3. In this Agreement:

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

The Owner shall, further:

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

Terms and Conditions - General

4. The Owner:

- (a) covenants and agrees to develop the Lands and do, construct, and build all Works, whether internal or external to the Lands in strict compliance with the Plans and Drawings;
- (b) covenants, warrants, and represents, that the Plans and Drawings submitted to the Municipality have been prepared in a good and workmanlike manner, are accurate in all respects and comply with the requirements of all authorities having jurisdiction;
- (c) acknowledges that the Owner's application is on the basis of a proposal for the Proposed Development, namely the construction, development, and completion, in accordance with the terms and conditions contained in this Agreement of an 18 unit three storey apartment building. The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the Plans and Drawings and no construction shall take place contrary to such Plans and Drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said Plans and Drawings shall comply with all relevant provisions of the building or zoning or other by-laws or laws of the Municipality, and all regulations or laws of any other authority having jurisdiction;

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

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

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

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

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

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

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

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

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

In the event of any of such internal Works not being or having been so constructed, installed, repaired, or if the Owner is otherwise in default of this Agreement, the

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Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

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

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

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

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

Terms and Conditions - Other

9. The Owner acknowledges and confirms that, to the best of their knowledge and belief, there are no conditions known to them or any of them or relating to the Lands (whether or not objected to by any authority with jurisdiction with respect to the same) which would adversely interfere with or derogate from, the uses to which Lands are presently put or the uses to which the Owner proposes to put the Lands, including, without limitation, the existence of any environmental hazard or other substance, material or contaminant of the soil or groundwater or any constituent element thereof causing or which would cause environmental contamination or concern.
10. (a) The Owner covenants and agrees to provide, arrange for, construct, install, and pay for the following Works external to the Lands, namely:
 - (i) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, facilities, and otherwise, dug up or damaged during or as a result of the construction or execution of the Proposed Development; and
 - (ii) any and all Works shown on or spoken to in the Plans and Drawings as being external to the Lands, including, without limitation:
 - (A) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands;
 - (B) concrete driveway approaches as shown on the Plans and Drawings; and
 - (C) hydro-electric power, gas, telephone, and other public utility requirements for the Proposed Development.
- (b) The Owner acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction, and installation of such Works and that the Proposed Development proposed hereunder could not be accommodated without the existence of such Works.
- (c) The Owner covenants and agrees to construct or install all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement to the satisfaction of the Municipality and any other authority having jurisdiction, and in accordance with all municipal specifications, and in a good and workmanlike manner. The Owner guarantees the workmanship and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred to as the "Guarantee and Maintenance Period") of one (1) year from the date of certification by the Municipality of completion thereof. The Owner covenants and

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agrees that it shall promptly and properly repair all defects in any and all such external Works to the complete satisfaction of the Municipality.

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

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

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

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

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

Financial Conditions, Security, and Insurance

- 12. The Owner covenants and agrees to:
 - (a) pay to the Municipality, forthwith upon request by the Municipality, for any and all costs and expenses whatsoever of and incurred by the Municipality with regard to the application, the preparation of this Agreement, any other matter or thing relating to the Agreement, and the registration of this Agreement against title to the Lands, and including, without limitation, all legal/lawyers fees and disbursements, engineers/engineering fees and disbursements, planning/planners fees and disbursements, Municipal staff time, notice, application, advertising, postage, court, land titles, mileage, material, HST as applicable, and any other costs and charges in any way related to the application or this Agreement;
 - (b) pay any outstanding taxes (including arrears, interest and penalties) and local improvement charges; and
 - (c) pay to the Municipality the Municipality's building permit fee and any other fees and otherwise payable pursuant to the Municipality's User Fees By-law.
- 13. (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file and maintain with and for the benefit of the Municipality, on the execution of this Agreement, (a) letter(s) of credit (collectively, the "Letter of Credit") in the amount set out in **Schedule 5** attached hereto. The Letter of Credit shall be in a form satisfactory to and approved by the Municipality, and the Owner covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the said Letter of Credit become due or until such time as set out in **Schedule 6** attached hereto.
- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, or thing, the Municipality shall be entitled to (in addition and without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity), without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding work, matters, and things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.

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- (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the Letter of Credit to complete any Works, matter, or thing required to be done, observed, or performed by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything contained in this Agreement, in the event that the Municipality determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any Works, matter, or thing remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, the Municipality:
 - (i) shall not be obligated to reduce the Letter of Credit until such time as such Work, matter, or thing is satisfactorily completed or the Municipality has sufficient Letter of Credit to ensure that such work, matter, and thing will be completed; and
 - (ii) may request additional letters of credit for such additional amounts as the Municipality determines is necessary to fully secure the completion of any Works, matter, or thing to be or remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, and the Owner shall and does hereby agree to provide same within 30 days of demand by the Municipality therefor.
 - (d) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer of the Municipality cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Municipality as security to be utilized in a like manner as the letters of credit referred to above and otherwise as required or permitted by this Agreement, provided that no interest shall be payable on any such deposit.
 - (e) Notwithstanding anything contained in this Agreement, it is understood and agreed by the Parties that, except as may be otherwise permitted by the Chief Building Official of the Municipality in writing, the Owner shall not commence, undertake, engage in, or continue the Works nor any part of them without first having provided to the Municipality security satisfactory to the Municipality.
 - (f) The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any Letter of Credit until the new owner files with the Municipality a substitute Letter of Credit or such other Security as may be permitted in the required amounts.
14. The Owner shall provide or cause to be provided to the Municipality, on or prior to the execution of this Agreement:
- (a) a general comprehensive liability insurance policy in the amount of \$5,000,000.00 per occurrence in a form satisfactory to the Municipality, indemnifying the Municipality from any loss arising from claims or damages, injury or otherwise in connection with any and all Works, things, and matters done by or on behalf of the Owner. The policy shall include but not be limited to bodily injury, property damage, and contractual liability and contain a cross-liability clause and name the Municipality as additional insured. The policy shall be maintained in full force and effect from and after the execution of this Agreement until all Works external to the Lands have been assumed by the Municipality and in any event until the expiry of the Guarantee and Maintenance Period. The policy shall be endorsed to provide 30 days written notice of cancellation to the Municipality. The Owner shall, upon request therefor by the Municipality at any time and from time to time, promptly provide the Municipality with a certificate of insurance in accordance with the above and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement. In the event that any renewal premium is not paid, the Municipality, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within 30 days of the account therefor being rendered by the Municipality. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits. Further, the Owner shall ensure that any contractor and subcontractor engaged to complete the Works or any matters to be done by and/or on behalf of the Owner or otherwise shall maintain the same as or equal insurance as required to be provided and maintained by the Owner hereunder; and
 - (b) Professional Liability insurance in the amount of \$5,000,000.00 per claim in a form satisfactory to the Municipality. Such insurance shall provide coverage for all errors and omissions made by the Owner's Engineer and other professionals in the rendering of, or failure to render, professional services in connection with this Agreement, and remain in full force and effect for 12 months after completion of all things and matters to be done by or to be done by or on behalf of the Owner hereunder. Until the completion of all things and matters done by or to be done by or on behalf of the Owner, upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Owner shall promptly provide the Municipality with a certificate of insurance and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement.

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Administration

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

PO Box 15, Fort Frances, Ontario P9A 3M5

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

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

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

Attention: Clerk

Facsimile: 807.274.8479

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

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

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- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted or consolidated from time to time and any successor legislation thereto.
 - (e) All obligations herein contained to be performed and observed on the part of the Owner shall, although not expressed to be covenants, be deemed to be covenants.
 - (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
 - (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
 - (h) Any rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.
 - (i) The Owner shall execute any further and other documents and do such further and other things as may be required or desirable to give effect to this Agreement.
22. Neither this Agreement nor any interest therein nor any rights under it shall be assigned or otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality.
 23. If the Owner is constituted by or of more than one Person, their obligations hereunder shall be joint and several.
 24. The Owner shall indemnify and save harmless the Municipality for and against all actions, causes of action, claims, suits, and demands whatsoever which may or do arise directly or indirectly by reason of, this Agreement, the construction and otherwise of the Proposed Development, or the Owner undertaking the Proposed Development.
 25. The Owner agrees to do such further and other things and sign any further documents necessary or desirable to give effect to this Agreement.
 26. The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect the Municipality's right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights to enforce this Agreement in such manner as it deems fit.
 27. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
 28. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to any and all remedies arising from it, notwithstanding any provision in s.41 of the Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
 29. The Owner understands and agrees that this Agreement and any materials or information provided to the Municipality may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act* or as otherwise required by law.
 30. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
 31. This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatory to the same counterpart.
 32. This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

-11-

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

per _____
Name: _____
Title: _____

per _____
Name: _____
Title: _____

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: J. Caul,
Title: Mayor

per _____
Name: G. Lecuyer,
Title: Town Clerk

We have authority to bind the Municipality

Schedule 1

Legal Description of Lands

PCL 411-1 AND PCL 411-2 SEC ALTP; PT LT 411 TOWN PLOT ALBERTON AS IN SP2679, SLT19234, SLT52154, SLT99405 EXCEPT SLT30028; FORT FRANCES.

Schedule 2

Solicitor’s Certificate of Ownership

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

I, _____, a Solicitor of Ontario, do hereby certify that _____ is the sole registered and beneficial owners in fee simple of the lands and premises legally described as _____

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

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

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

DATED at _____, Ontario, this _____ day of _____, 2022.

Solicitor for the Owner

-14-

Schedule 3

Schedule of Financial Obligations of the Owner

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

Schedule 4

List of Plans and Drawings
(Appendix 'A')

01 – Site & Landscaping Plan
Civil Works Plans
Stormwater Management Plan

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

16-

Schedule 5

Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	\$75,000.00
--	-------------

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

-17-

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

1. Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:
 - (a) letter of application for reduction/release;
 - (b) the consultant's certificate confirming that services completed;
 - (c) as-constructed drawings;
 - (d) satisfactory evidence of no construction liens filed;
 - (e) workplace safety certificate;
 - (f) statutory declaration as to accounts; and
 - (g) composite utility plan.
2. Upon receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule 7, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit by ninety percent (90%).
3. Upon the satisfactory completion of the Maintenance period noted in paragraph 13 of the Agreement, and the receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit to zero and thereupon release or return the Letter of Credit to the Owner or to the issuing financial institution.
4. The Municipality shall not be required under any circumstances to refund the Letter of Credit or any part of it utilized by the Municipality as a result of any failure on the part of the Owner to perform and observe, to the satisfaction of the Municipality, any or all obligations as set out in the Agreement on the part of the Owner to be observed and performed.

Planning and Development Division
320 Portage Avenue
Fort Frances, ON P9A 3P9
807.274.5323 ext. 1216

APPLICATION FOR SITE PLAN CONTROL APPROVAL

Section 41 of the Planning Act, R.S.O., 1990 (as amended)

Notice of Public Record: All information and materials required in support of your application shall be made available to the public, as indicated by Section 1.0.1 of The Planning Act, R.S.O. 1990, C.P.13.

Municipal Freedom of Information and Protection of Personal Privacy: Personal information on this form is collected under the Authority of The Planning Act and will be used to process this application.

1. APPLICATION TYPE						
a) New Site Plan Control Agreement: <input checked="" type="checkbox"/>						
b) Amendment to existing Agreement: <input type="checkbox"/> Authorizing By-Law Number _____						
2. PROPERTY INFORMATION						
a) Address	814 Scott Street					
b) Tax Roll No.	59 - 12 - 03 0 - 002 - 02700 59-12-030-002-02800					
c) Legal Description	PCL 411-1 AND PCL 411-2 SEC ALTP; PT LT 411 TOWN PLOT ALBERTON AS IN SP2679, SLT19234, SLT52154, SLT99405 EXCEPT SLT30028; FORT FRANCES.					
d) Dimensions	Frontage	43.559m	Depth	50.466m	Area	2198.24m2
3. APPLICANT INFORMATION						
a) Applicant	Friesen Five Inc.				Phone	204-392-8494
b) Mailing Address	PO Box 15				Postal Code	P9A 3M5
c) Email	terry@hillsideconstruction.ca					
4. AGENT INFORMATION (if applicable)						
a) Agent Name					Phone	
b) Mailing Address					Postal Code	
c) Email						
5. OWNER (If different from 3 above)						
a) Owner					Phone	
b) Mailing Address					Postal Code	
c) Email						
Note – All communication will be sent to Application Contact unless otherwise requested						

6. MORTGAGEES, HOLDERS OF CHARGES OR OTHER ENCUMBRANCES			
a) Institution	Steinbach Credit Union		
b) Contact/Reference	Mike Unger	Phone	204-326-3495
c) Mailing Address	Munger@scu.mb.ca		Postal Code R5G 1B1
d) Email	333 Main Street, Steinbach MB		
7. OTHER APPLICATIONS (Complete if applicable)			
a) File Type & No.	B2-2020: Zoning By-Law Amendment (complete)		
Details	Amend zoning from General Commercial to Residential Type Two		
b) File Type & No.	C1-2020: Official Plan Amendment (complete)		
Details	Amend official plan designation from Employment to Living		
8. LAND USE			
a) Official Plan	Living		
b) Current Zoning	Residential Type Two		
c) Current Land Use	Vacant		
9. BUILDINGS & STRUCTURES			
	Existing	Proposed	Required
a) Width	N/a	94 ft (28.65m)	
b) Length	N/a	57 ft (17.37m)	
c) Ground Floor Area	N/a	5,070 sq ft (471 m ²)	
d) Gross Floor Area	N/A		
e) Storeys (#)	N/A	3	
f) Dwelling Units(#)	N/A	18	
g) Building Height	N/A		max. 15m
h) Lot Coverage (%)	N/a	24%	max. 50%
i) Landscaped Area (%)	N/a	42%	Min. 30%
j) Parking Spaces(#)	N/a	23	23

10. APPLICANT DECLARATION

The undersigned hereby applies for Site Plan Control Approval pursuant to section 41 of the Planning Act, and hereby certifies that the information provided, together with any attachments, are true to the best of my/our knowledge, and acknowledge that all information contained herein is collected for the purpose of creating a record that is available to the general public.

Dated at Fort Frances this 22nd day of March ~~August~~ 2022



(Signature of Owner or Agent)

(Signature of Owner or Agent)

11. APPLICANT'S AUTHORIZATION IF AGENT SUBMITTING THIS APPLICATION

I/We authorize _____ (name of agent)
to act on m/our behalf in submitting this application. This application has been submitted with my/our full
knowledge and endorsement

(Signature of Owner or Applicant)

NOTE

**APPROVAL OF A SITE PLAN DOES NOT RELIEVE THE
OWNER TO SATISFY REQUIREMENTS OF THE ZONING BY-LAW OR
BUILDING CODE. THE OWNER MUST APPLY FOR ALL OTHER APPLICABLE
PERMITS.**



**Functional Site Servicing and
Stormwater Management Design
Brief**

18-Unit Apartment Building
814 Scott Street
Fort Frances, Ontario

January 29, 2021

Prepared for:

Hillside Construction

Mr. Terry Thiessen
Project Coordinator
1-49 Clearsprings Road
Steinbach, Manitoba
R5G 1V2


Prepared by:

Stantec Consulting Ltd.
1263 Innovation Drive
Thunder Bay, Ontario
P7B-0A2

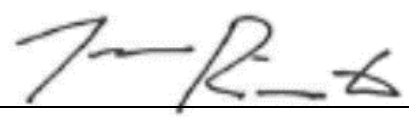


FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

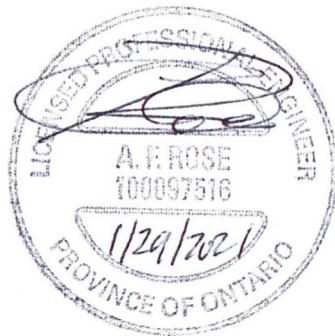
This document entitled Functional Site Servicing and Stormwater Management Design Brief was prepared by Stantec Consulting Ltd. ("Stantec") for the account of Hillside Construction (the "Client"). Any reliance on this document by any third party is strictly prohibited. The material in it reflects Stantec's professional judgment in light of the scope, schedule and other limitations stated in the document and in the contract between Stantec and the Client. The opinions in the document are based on conditions and information existing at the time the document was published and do not take into account any subsequent changes. In preparing the document, Stantec did not verify information supplied to it by others. Any use which a third party makes of this document is the responsibility of such third party. Such third party agrees that Stantec shall not be responsible for costs or damages of any kind, if any, suffered by it or any other third party as a result of decisions made or actions taken based on this document.

Prepared by  _____
(signature)

Luke Viljakainen, B.Eng.

Reviewed by  _____
(signature)

Tyler Rizzuto, BA, CPT



Approved by _____
(signature)

Adam Rose, P.Eng



FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

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Figure 1: Pre-development Catchment Area

Figure 2: Post-development Catchment Area

Appendix A: Fire Flow Assessment

Appendix B: Fire Underwriters Survey

Appendix C: Sanitary Hydraulic Design Sheet

Appendix D: Construction Drawings

Appendix E: PCSWMM Modeling Results



FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

1.0 INTRODUCTION

Stantec Consulting Ltd. (Stantec) was retained by Hillside Construction Inc. (Owner) to complete civil engineering, geotechnical, and legal and topographical survey services to support the design of a new 18-unit apartment building in Fort Frances, Ontario.

Stantec understands the project is located within the municipality at 814 Scott Street. The existing building on the property will be demolished to accommodate the proposed development, which also includes 23 parking stalls, concrete sidewalks, and greenspace.

The property is approximately 0.2 ha and is currently zoned Commercial (C2). Due to the land use change from commercial to residential, a record of Site Condition (RSC) will be required in accordance with Ontario Regulation (O. Reg.) 153/04 made under the Environmental Protection Act. The RSC will be completed under separate cover.

The purpose of this report is to identify the requirements for site servicing and stormwater management as it relates to current municipal criteria, to demonstrate how the existing infrastructure supports the proposed site, and to address the provision of site grading, domestic and fire water services, storm and sanitary sewers, and stormwater management.



FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

2.0 WATER SERVICING

2.1 EXISTING WATER SERVICING

Existing 250 mm and 150 mm watermains are located within Scott Street and Reid Avenue, respectively. The site is provided a 50 mm water service terminated at property line connecting to the Scott Street watermain. An existing fire hydrant is located at the corner of Scott Street and Reid Avenue.

2.2 PROPOSED WATER SERVICING

Based on the total fixtures proposed for the apartment building and Table 7.6.3.2.A of the OBC (2012), the total Fixture Unit (FU) count was estimated. Based on the FU count calculated and Figure 4-2 of the AWWA Sizing Water Service Lines and Meters, Third Edition (2014), the probable water demand is estimated to be 2.6 L/s. The design flow is summarized in the following table:

Table 1 – Design Flow

Peak Water Demand (L/s)	2.6	AWWA M22 Manual Figure 4-2
Peaking Factors		
Minimum Rate Factor	0.4	MOECP, Design Guidelines for Drinking Water Systems (2008)
Maximum Day Factor	2.75	
Peak Rate Factor (Max. Hour)	4.13	
Peaking factors	Flows (L/s)	
Average Daily Demand (ADD)	0.63	
Hourly Demand	0.25	
Maximum Daily Demand (MDD)	1.73	
Peak Hourly Demand (PHD)	2.60	
Fire Flow (FF) ¹	167	Fire Underwriters Survey (1999)
Fire Flow (FF)	75	A-3.2.5.7. OBC (2012)
MDD + FF	169.60	
PHD	2.60	
Design Flow (MDD + FF)	169.40	
Notes:		
1. FUS governs over OBC for calculation purposes.		

The building will be provided a new 50 mm service connecting to the stubbed water service at property line.



FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

2.3 FIRE PROTECTION

It is Stantec's understanding that the proposed apartment building will not be provided a sprinkler system for fire protection. In accordance with section 3.2.5.7 of the OBC (2012), any point of a building perimeter facing a street is to be within 90.0 m horizontally of the nearest fire hydrant. This distance requirement is achieved by the existing fire hydrant located at the corner of Scott Street and Reid Avenue.

Based on the fire hydrant flow test, the available water supply at a residual pressure of 20 psi is 125 L/s (**Appendix A**). According to A-3.2.5.7. of the OBC (2012), the minimum water supply for firefighting purposes for the apartment building is 75 L/s. The Fire Underwriters Survey (FUS) is also used to estimate the required water supply for a major fire; this assessment includes stock details such as building size, type of construction, exposures, occupancy, and fire protection systems. The estimated FUS fire flow is estimated to be 167 L/s (**Appendix B**). The available water supply satisfies section A-3.2.5.7, but not the FUS estimate. The FUS is a recommendation and not a requirement; the available fire flow should be reviewed and approved by the City of Fort Frances Fire Department.



FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

3.0 SANITARY SERVICING

3.1 EXISTING SANITARY SERVICING

Existing 375 mm sanitary sewers are located within Scott Street and Reid Avenue. The site is provided a 150 mm sanitary service terminated at property line connecting to the Reid Avenue sanitary sewer.

3.2 PROPOSED SANITARY SERVICING

The building will be provided a new 150 mm sanitary service extending from the stubbed sanitary service at property line. The sanitary service will target a 2.0% slope and during peak flows will not exceed 17.6% of its available capacity. Detailed calculation can be found in **Appendix C**.

In accordance with section 7.4.7.2.(3) of the OBC (2012), the first manhole to which the sanitary service connects to shall not exceed 30 m. This distance requirement is achieved by a proposed manhole located 8.6 m from the southeast corner of the building; the location of the manhole also facilitates the change in direction and connection to stubbed sanitary service.



FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

4.0 STORMWATER MANAGEMENT

The proposed site will be provided a stormwater management plan (SWM) that addresses quality and quantity control considerations. Through consultation with the Town of Fort Frances and Provincial Best Management Practices (BMP's), the proposed plan will incorporate the following:

1. Control the post-development peak discharge rate for the 50-year storm event to less than or equal to the pre-development rate.
2. Minimal level of sediment and pollutant control is achieved via proposed SWM facility.
3. Pre-development and post-development catchment areas are shown on **Figure 1** and **2**, respectively. Construction Drawings for the development can be found in **Appendix D**.

4.1 EXISTING CONDITIONS

Existing runoff for the subject site is conveyed east via sheet flow to an existing swale and culvert located at the southeast portion of the site. Flow is conveyed through the culvert and discharges into an existing catch basin and subsequent 300 mm storm sewer on Scott Street.

The pre-development catchment area (**Figure 1**) is comprised of existing building, gravel parking lot and green space. The total impervious percentage (TIMP) is 33% for the pre-development conditions.

4.2 PROPOSED SWM PLAN

The subject property is divided into two sub catchment areas (**Figure 2**): catchment 201 is 0.11 ha in size and is comprised of the proposed asphalt parking lot, concrete sidewalks, and green space; catchment 202 is 0.11 ha in size and is comprised of the proposed apartment building, concrete sidewalks, and green space. The TIMP for catchment 201 and 202 is 78% and 48%, respectively.

Catchment 201 will direct stormwater runoff towards the proposed SWM facility via sheet flow and is oversized to accommodate the uncontrolled runoff discharged from catchment 202.

The majority of catchment 202 will direct stormwater runoff towards Scott Street via sheet flow; the east portion of the site between Reid Avenue and the concrete sidewalk will be directed towards the existing culvert and subsequent storm sewer system. The following table summarizes the PCSWMM modeling results for the pre-development, post-development, and controlled development peak flows:



FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

Table 2 – PCSWMM Model Peak Flows for 50-year Storm Event

Catchment	Pre-development ¹ (m ³ /s)	Post-development (m ³ /s)	Controlled development (m ³ /s)
201	0.070	0.046	0.025
202		0.041	0.041
Total	0.070	0.087	0.066
Notes:			
1. Pre-development runoff for the entire site is directed to Scott Street.			

Based on the PCSWMM controlled development simulation for the 50-year storm event, a total storage of 17 m³ is required for catchment 201 to obtain a peak flow of 0.025 m³/s from 0.046 m³/s. The storage facility provides a total of 22 m³ of active storage (ponding). Flow will be controlled via 100 mm orifice plate located within the proposed catch basin. The catch basin will connect to an existing storm sewer system on Gillon Street. Detailed PCSWMM modelling results can be found in **Appendix E**.



FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

5.0 GRADING AND DRAINAGE PLAN

The lot grading and drainage plan will utilize existing drainage features as well as a proposed stormwater management facility to convey stormwater runoff safely and effectively.

A 2.0% apron is provided around the entire apartment building to ensure positive drainage. Steeper slopes are found along Scott Street, but do not exceed 5.0%. The parking lot targets a 1.2% slope towards the stormwater management facility. Drainage along Reid Avenue is similar to the existing site conditions, where runoff is directed towards an existing culvert at south east portion of the subject site.

The proposed apartment building will achieve a minimum 150 mm clearance from finish floor to landscape areas. The finish floor elevation will be matched at all entrances to the building providing accessible transitions. Sidewalk slopes do not exceed 5.0% with landings less than 10 m apart for accessibility. Ramps are located where barrier free parking stalls meet the parking lot surface. Adequate drainage is provided adjacent to sidewalks to avoid accumulation of water.



FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

6.0 CLOSURE

The information and data contained in this report, including without limitation, the results of any sampling and analyses conducted by Stantec pursuant to its Agreement with the client, have been developed or obtained through the exercise of Stantec's professional judgment and are set forth to the best of Stantec's knowledge, information, and belief. Although every effort has been made to confirm that this information is factual, complete, and accurate, Stantec makes no guarantees or warranties whatsoever, whether expressed or implied, with respect to such information or data.

The information and data presented in this report are based on the purpose and scope of the project and form the basis for any conclusions and recommendations presented herein. Any conclusions and recommendations presented herein do not preclude the existence of environmental and/or engineering concerns other than those that may have been identified.

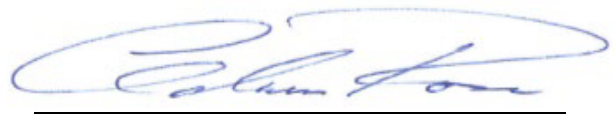
Work performed by Stantec personnel employed sound engineering assessment principles. Stantec cannot guarantee the accuracy and reliability of information provided by others or third parties. Therefore, Stantec does not claim responsibility for undisclosed environmental concerns or conditions that may result in costs for environmental clean-up and/or remediation. This report is intended for information purposes only.

Respectfully submitted by:

Stantec Consulting Ltd.



Luke Viljakainen
Engineer in Training
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luke.viljakainen@stantec.com



Adam Rose P. Eng.
Principal, Manager of Engineering
Phone: 807 285-9007
adam.rose@stantec.com



FIGURES

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

File Name: 72065C_SWM03
Project Number: 129672065

TR LV AR 2020.09.29
Dwn. Dsgn. Chkd. YYYY.MM.DD

1. THIS DRAWING TO BE READ IN CONJUNCTION WITH THE FUNCTIONAL SITE SERVICING DESIGN BRIEF.
2. SITE PLAN PREPARED BY OTHERS
3. NOT FOR CONSTRUCTION

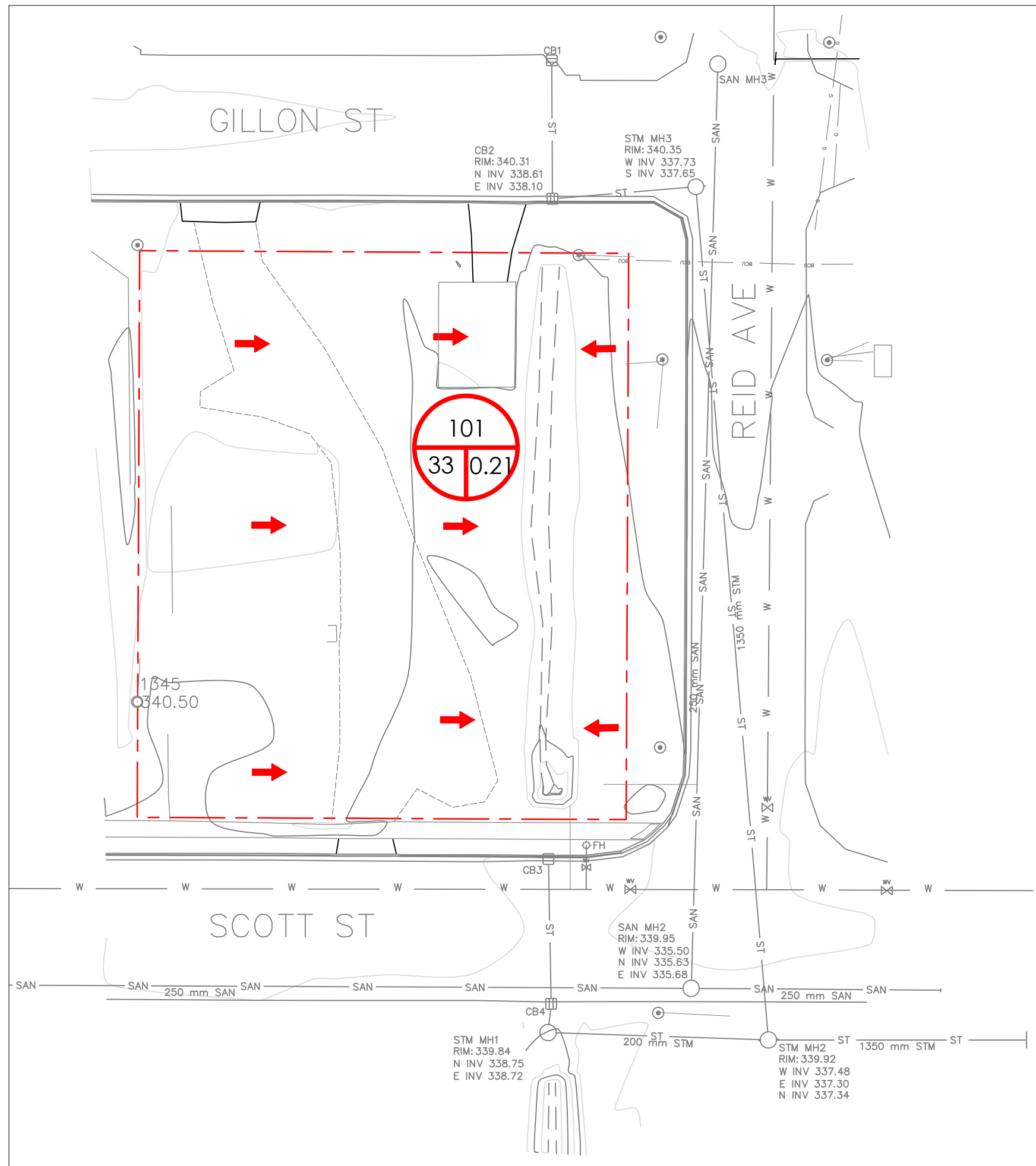
HILLSIDE CONSTRUCTION

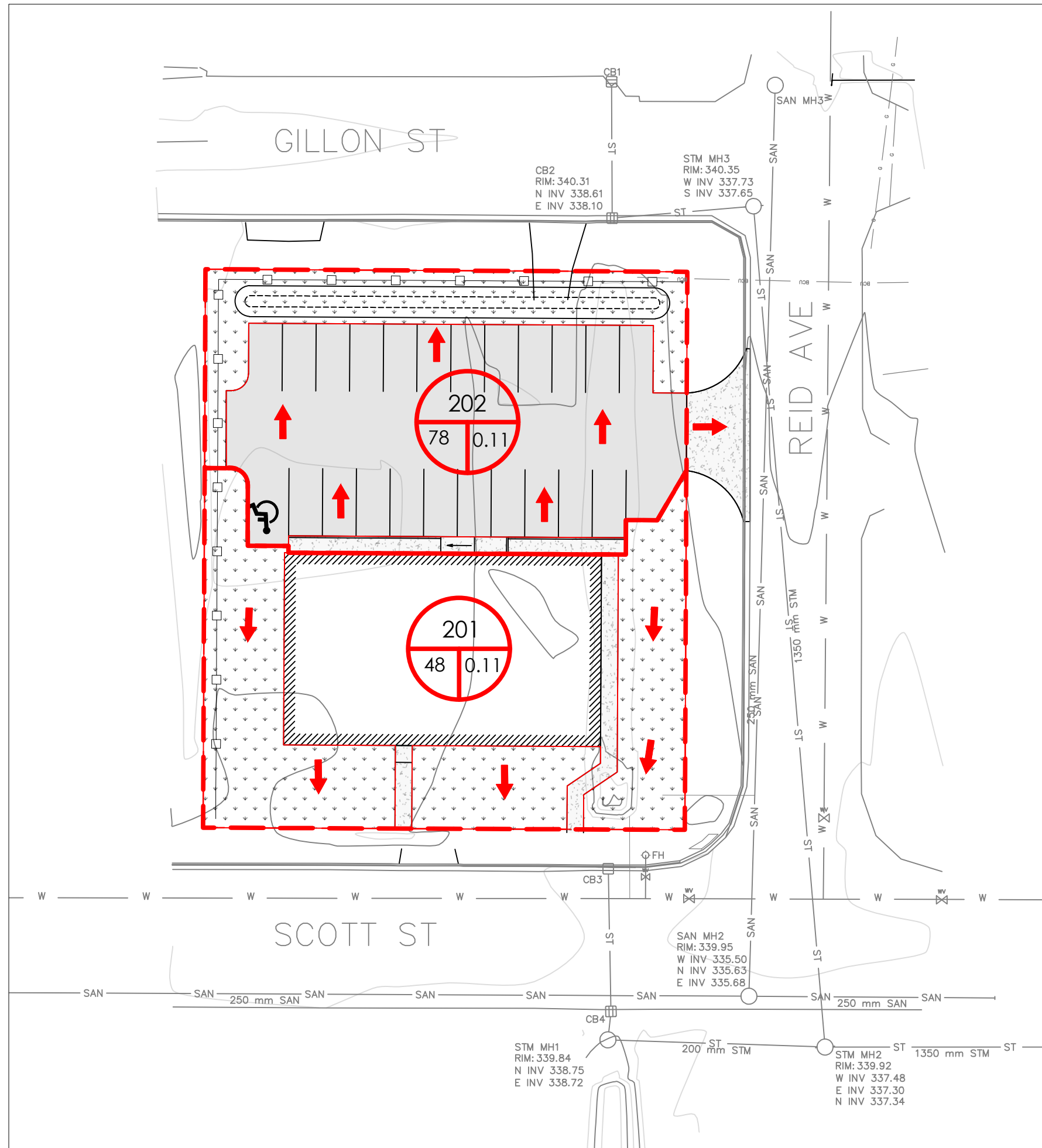
Project
NEW 18 UNIT APARTMENT BUILDING
CIVIL FUNCTIONAL SITE SERVICING
814 SCOTT STREET, FORT FRANCES, ON

Title
PRE DEVELOPMENT CATCHMENT

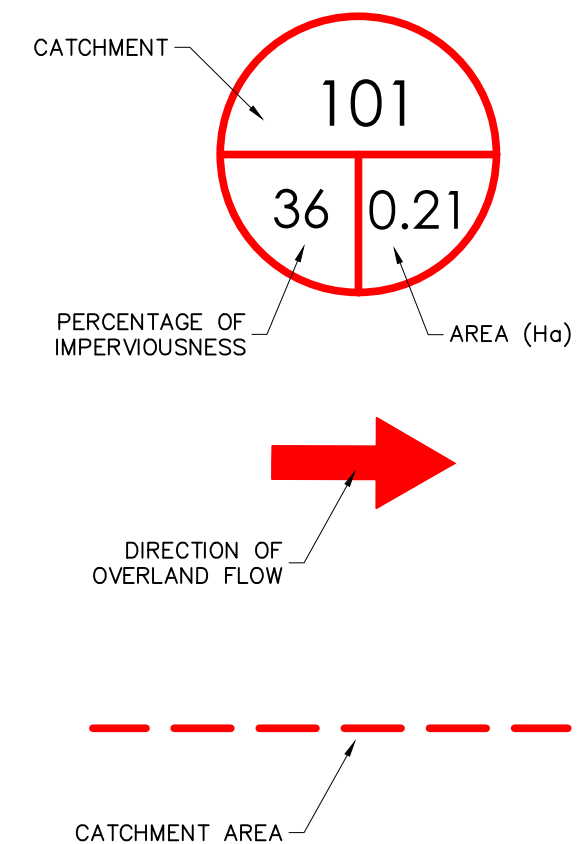
Revision	Date
00	2021/01/19
Reference Sheet	Figure No.

The diagram illustrates a catchment area and flow direction. At the top, a red circle represents the catchment area, divided into three sections. The top section is labeled '101' and 'CATCHMENT'. The bottom-left section is labeled '36' and 'PERCENTAGE OF IMPERVIOUSNESS'. The bottom-right section is labeled '0.21' and 'AREA (Ha)'. Below the circle, a large red arrow points to the right, labeled 'DIRECTION OF OVERLAND FLOW'. At the bottom, a dashed red line represents the 'CATCHMENT AREA' boundary.





POST DEVELOPMENT



Stantec Consulting Ltd.
1263 Innovation Drive
Thunder Bay ON P7B 0A2
Tel: (807) 626-5640
www.stantec.com

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Permit/Seal

ISSUED FOR FINAL	TR	LV	2020.01.11
Issued	By	Appd	YYYY.MM.DD

File Name: 72065C_SWM03
Project Number: 129672065

TR LV AR 2020.09.29
Dwn. Dsgn. Chkd. YYYY.MM.DD

Notes

1. THIS DRAWING TO BE READ IN CONJUNCTION WITH THE FUNCTIONAL SITE SERVICING DESIGN BRIEF.
2. SITE PLAN PREPARED BY OTHERS
3. NOT FOR CONSTRUCTION

CLIENT

HILLSIDE CONSTRUCTION

Project
NEW 18 UNIT APARTMENT BUILDING CIVIL
FUNCTIONAL SITE SERVICING
814 SCOTT STREET, FORT FRANCES, ON

Title
POST DEVELOPMENT CATCHMENT

Revision	Date
00	2021/01/19
Reference Sheet	Figure No.

APPENDICES

FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

Appendix A Fire Flow Assessment

Appendix A FIRE FLOW ASSESSMENT



Hydrant Flow Test - Computation						
18-Unit Apartment Building					Flow Hydrant:	Scott Street
Fort Frances, Ontario					Residual Hydrant:	Reid Avenue
Hillside Construction					Main Size:	250 mm
Flow (Gal/min)	Flow (L/min)	Flow (L/s)	Flow (Q ^ 1.852) (L/s)	Head (m)	Residual Pressure (kPa)	Residual Pressure (psi)
0	0	0.0	0	53	524	76
267	1009.3	16.8	186	51	497	72
548	2071.4	34.5	706	46	448	65
1055	3987.9	66.5	2374	41	407	59
			7196	14	140	
700	kpa, max pressure		350	kpa, max daily demand		
550	kpa, homes		275	kpa, max hourly		
			140	kpa, max day + fire		
Graphical interpolation of fire flow availability at 140 kPa					7260	L/min
Total test flow rate measured during test					3987.9	L/min
Pressure drop from static pressure to desired residual pressure					384	kPa
Actual pressure drop measured during test (static - actual residual)					117	kPa
Computation for available fire flow at 140kPa					7600	L/min
Notes:						
1. Hydrant flow test conducted by Vipond Inc.						

FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

Appendix B Fire Underwriters Survey

Appendix B FIRE UNDERWRITERS SURVEY





Project Name: Apartment Building
Project No. 129672065

Date: 10-Oct-20
Designed By: L.V
Checked By:

Fire Underwriters Survey

Note: This estimate of required fire flow for the proposed development is based on 1999 edition of the Fire Underwriters Survey (FUS).

Outline of Procedure (FUS, 1999)

- A. Determine the type of construction.
 - B. Determine the ground floor area.
 - C. Determine the height in storeys.
 - D. Using the fire flow formula, determine the required fire flow to the nearest 1,000L
 - E. Determine the increase or decrease for occupancy and apply to the value obtained in Table D (FUS, 1999). Do not round
 - F. Determine the decrease, if any, for automatic sprinkler protection. Do not round off the value.
 - G. Determine the total increase for exposures. Do not round off the value.
 - H. To the answer obtained in E, subtract the value obtained in F and add the value obtained in G.
- *The final figure is customarily rounded off to the nearest 1000 L/min. (FUS, 1999)

1.0 Fire Flow

A. Non-combustible construction	C	0.8
B. Groundfloor area		498 sq.m
C. Storeys		3
	Total Area, A	1494
D. $F = 220 C A^{1/2}$	F =	7000 L/min
E. Occupancy, apartment	Adjustment	0% 7000 L/min
F. Automatic sprinkler protection	Adjustment	0% 7000 L/min
G. Increase for exposure: 3.1 m to 10 m	Adjustment, N	20%
30.1m to 45m	Adjustment, E	5%
30.1m to 45m	Adjustment, S	5%
	Adjustment, W	0%
	Adjustment	30% 9100 L/min
H. Overall adjustments to fire flow estimates		9100 L/min
Therefore the final F_F estimate is:	Final Fire Flow, F_F =	10000 L/Min
		167 L/s
With a corresponding required duration of fire flow of:		2 Hours

FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

Appendix C Sanitary Hydraulic Design Sheet

Appendix C SANITARY HYDRAULIC DESIGN SHEET



Table 10
Sanitary Sewer Hydraulic Design Sheet

Designed By: L.V. Date: 28-Sep-20
Checked By: Date:

Location	Catchment	From	To	Individual	Accumulative			Peak	Extran.	Total	Length	Size	Slope	Capacity	Velocity	Q(d)/Qcap
Street/Lot				P, cap	Area, ha	P, cap	Area, ha	Q(p), L/s	Q(l), L/s	Q(d), L/s	L , m	D, mm	S, m/m	Qcap(full),L/s	V(full),m/s	
1	2	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Building	NA	BLDG	MH1	NA	NA	NA	0.97	3.5	0.3	3.8	8.6	150	0.02	21.5	1.22	17.6%
Equations:																
q =		average daily per capita (L/cap.d)			Maximum Probable Drainage (OBC)			Mannings Equation								
l =		unit of peak extraneous flow			Q(p) = Maximum Probable Demand (OBC)			Qcap = (D/1000)^2.667*(S/100)^0.5(3.211*n)*1000 L/s								
Q(p) =		peak population flow (L/s)			Q(l) = IA (L/s); Area in ha.			D = pipe size (mm)								
Q(l) =		peak extraneous flow (L/s)			Q(d) = Q(p) +Q(l) (L/s)			S = slope (grade) of pipe (%)								
Q(d) =		peak design flow (L/s)						n = roughness coefficient								
Input Data:																
Smooth wall pipe, n =					0.013											
Residential Sewage Flow =					400 L/cap/day											
Single Family Residential Population Density =					175 persons/ha											
Peaking Factor (MOECC, 2008) =					4.5											
Extraneous Flow, E =					0.26 L/ha/s											

FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

Appendix D Construction Drawings

Appendix D CONSTRUCTION DRAWINGS















The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.








Consultant

Notes

LEGEND

PROPOSED	
	NEW BUILDING
	NEW ASPHALT PARKING LOT
	NEW LANDSCAPE AREA
	NEW CONCRETE SIDEWALK
	NEW MANHOLE
	NEW CATCH BASIN
	NEW FENCE
	NEW SANITARY SERVICE
	NEW WATER SERVICE
	NEW SWALE
	DESIGNED GRADE
	EXISTING GRADE

EXISTING FEATURES

	EXISTING CATCH BASIN
	EXISTING FIRE HYDRANT
	EXISTING WATER MAIN
	EXISTING HYDRO POLE
	EXISTING STORM WATER SERVICE
	EXISTING SANITARY SERVICE
	EXISTING WATER SERVICE
	EXISTING UNDERGROUND CABLE LINE

UPDATED FOR CONSTRUCTION	TR	AR	2021.01.29
ISSUED FOR CONSTRUCTION	TR	AR	2021.01.20
Issued	By	Appd	YYYY.MM.DD

File Name: 72065C_DD0011	TR	TR	LV	2020.09.30
	Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Permit/Seal



Client/Project Logo

Client/Project
Hillside Construction

New 18-unit Apartment Building

814 Scott Street, Fort Frances ON

Title
NEW CIVIL SITE SERVICING PLAN

Project No.
129672065

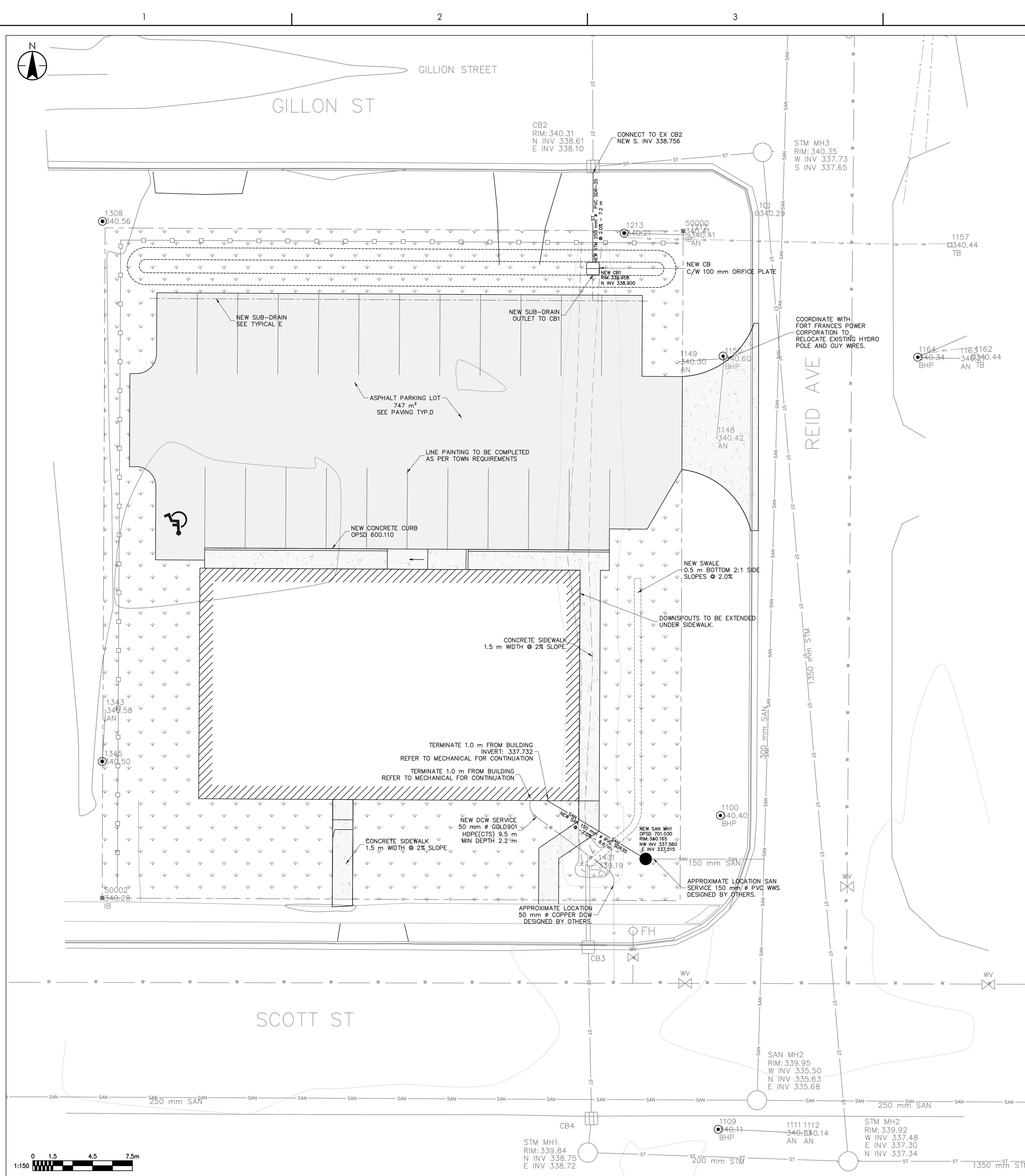
Scale

Revision 00 Sheet 02 of 03

Drawing No.

C.02

AGENDA ITEM #5.2

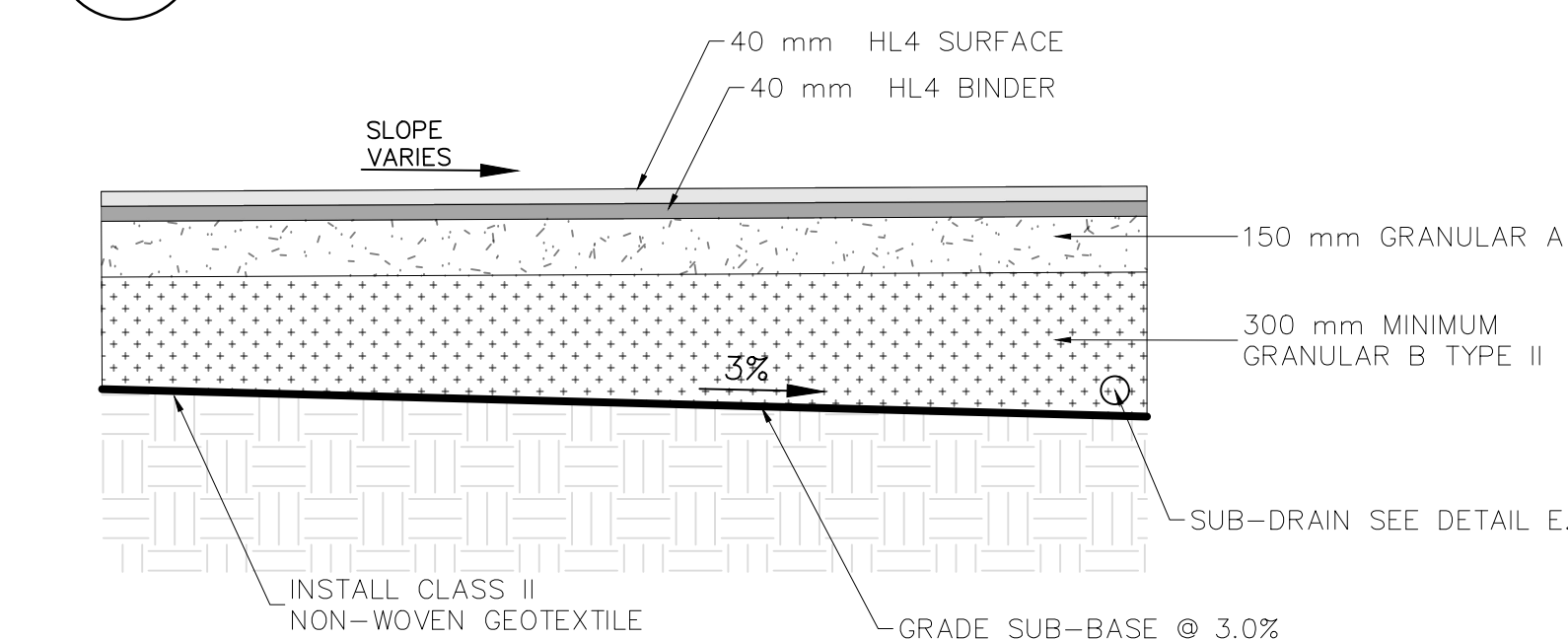


CONSTRUCTION NOTES:

1. SITE PLAN PREPARED BY OTHERS.
2. CONTRACTOR TO REFER TO STANTEC'S GEOTECHNICAL REPORT FOR SUBSURFACE CONDITIONS.
3. CONTRACTOR TO REFER TO STANTEC'S ENVIRONMENTAL SITE INVESTIGATION REPORT FOR AREAS OF POTENTIAL ENVIRONMENTAL CONCERN.
4. CONTRACTOR TO SUBMIT SHOP DRAWINGS AND TESTING RESULTS TO CONFIRM CONFORMANCE TO OPSS SPECIFICATIONS AND CONTRACT DRAWINGS.
5. CONTRACTOR RESPONSIBLE FOR UNDERGROUND UTILITY LOCATES.
6. MANAGEMENT OF EXCESS MATERIAL TO OPSS.MUNI 180
7. SITE GRADING TO OPSS.MUNI 206
8. CONCRETE SIDEWALKS TO OPSS.MUNI 351
9. CONCRETE CURB AND GUTTER SYSTEMS TO OPSS.MUNI 353
10. TRENCHING, BACKFILLING, AND COMPACTION TO OPSS.MUNI 401
11. EXCAVATING, BACKFILLING AND COMPACTION AROUND MAINTENANCE HOLES AND CATCH BASINS TO OPSS.MUNI 402
 - a. MAINTENANCE HOLES TO OPSD 701.030.
 - b. CATCH BASINS TO OPSD 705.010.
11. PIPE SUBDRAINS TO OPSS.MUNI 405
12. PIPE SEWER INSTALLATION TO OPSS.MUNI 410
13. HOT MIX ASPHALT TO OPSS.MUNI 310
14. WATERMAIN INSTALLATION TO OPSS.MUNI 411
 - 14.1. AT LEAST 2.2 m COVER SHALL BE PROVIDED FOR WATER SERVICE. IF COVER CANNOT BE ACHIEVED, INSULATE AS PER OPSD 1109.030.
15. Dewatering excavations to OPSS.MUNI 517
16. MATERIAL SPECIFICATION FOR BASE, SUBBASE, SELECT SUBGRADE, AND BACKFILL TO OPSS.MUNI 1010
 - a. ALL MATERIALS SHALL BE KEPT FROM FREEZING AND SHALL NOT CONTAIN ANY ORGANICS.
 - b. USE OF NATIVE MATERIAL FOR BACKFILL IS NOT PERMITTED.
 - c. GRANULAR MATERIAL:
 - i. GRANULAR A
 - ii. GRANULAR B TYPE I OR II
 - iii. BEDDING MATERIAL GRANULAR A OR GRANULAR B TYPE I OR II, WITH 100% PASSING THE 26.5 MM SIEVE.
16. EROSION AND SEDIMENT CONTROL PLAN.
 - a. THE CONTRACTOR WILL PRODUCE AN EROSION AND SEDIMENT CONTROL PLAN (THE "EROSION AND SEDIMENT CONTROL PLAN" OR THE "ESC PLAN") FOLLOWING THE GUIDANCE PROVIDED OPSS 805 AND IN ACCORDANCE WITH THE AUTHORITIES HAVING JURISDICTION. THE OBJECTIVE OF THE ESC PLAN IS TO MINIMIZE SEDIMENT INPUTS INTO WATERCOURSES BY REDUCING THE POTENTIAL FOR SEDIMENT, EROSION, AND RUNOFF FROM THE SITE. THE ESC PLAN SHALL INCLUDE DETAILED, SITE-SPECIFIC MEASURES BY WHICH THE CONTRACTOR WILL CONTROL SEDIMENT AND EROSION DURING CONSTRUCTION, INCLUDING THE PROPOSED LOCATIONS FOR EROSION CONTROL MEASURES SUCH AS SILT FENCES, THE LOCATIONS OF SOIL STOCKPILES, AND METHODS FOR EROSION CONTROL ON EXPOSED SOILS AND STOCKPILES. THE CONTRACTOR WILL ENSURE THAT THE ESC PLAN IS PREPARED BY A QUALIFIED PROFESSIONAL.

D PARKING LOT PAVING TYPICAL

c.02	NTS
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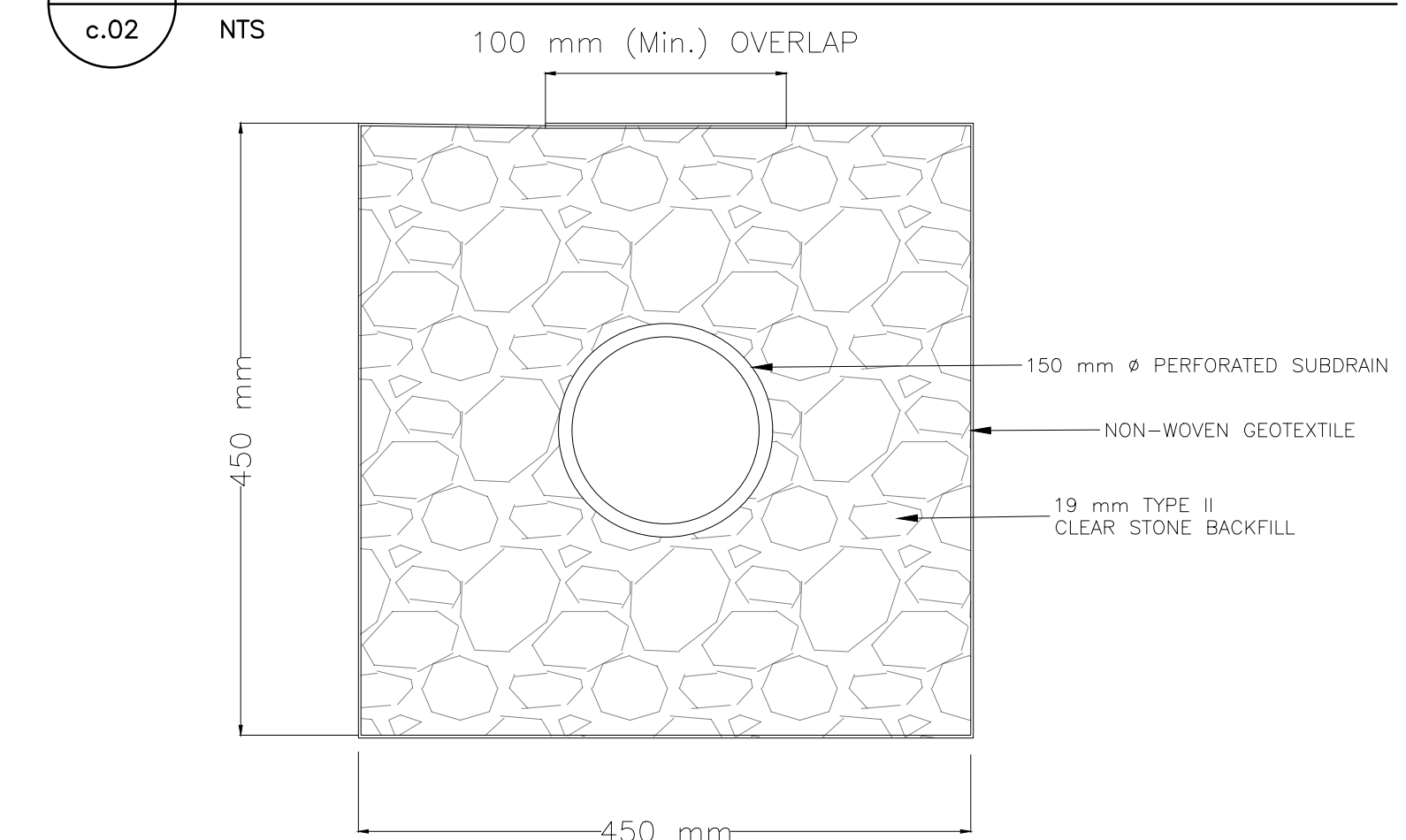


NOTES:

1. REMOVE ORGANIC MATERIALS AND THE CLAY FILL (IF ANY) BELOW THE FOOTPRINT OF THE PROPOSED PARKING AND ACCESS ROADS AREAS. CONSTRUCTION TRAFFIC SHOULD NOT BE PERMITTED ON THE SUBGRADE SOILS.
2. USE A FULLY-LOADED TANDEM TRUCK TO PROOF ROLL THE EXPOSED SUBGRADE AND IDENTIFY AREAS WITH LOW STRENGTH OR UNSUITABLE SOILS.
3. REMOVE UNSUITABLE SOFT SUBGRADE SOILS (SOFT SILT, TOPSOIL, ORGANICS, ETC.), IF ENCOUNTERED, AND REPLACE WITH OPSS GRANULAR B TYPE II SUB-BASE MATERIAL PLACED AND COMPACTED AS PER ONTARIO PROVINCIAL STANDARDS AND SPECIFICATION (OPSS 314.07.05.02).
4. INSTALL CLASS II NON-WOVEN GEOTEXTILE AS A SEPARATION LAYER BETWEEN THE SUBGRADE AND OVERLYING GRANULAR FILL.
5. PLACE AND COMPACT GRANULAR B TYPE II SUB-BASE MATERIAL TO THE DESIGN ELEVATION FOR THE UNDERSIDE OF THE GRANULAR A BASE COURSE. PLACE THE GRANULAR B TYPE II SUB-BASE IN LIFTS NOT EXCEEDING 300 MM IN THICKNESS AND COMPACT EACH LIFT TO 100% OF THE SPMD. PLACEMENT OF GRANULAR FILL SHOULD BE BY END DITCHING FROM THE EDGE OF THE EXCAVATION. THE GRANULAR FILL SHOULD BE PUSHED FORWARD AND LEVELLED WITH A TRACK TYPE DOZER TO BUILD A THICKENED SECTION TO SUPPORT THE HAULING OPERATIONS AND AVOID DAMAGE TO THE GEOTEXTILE AND SUBGRADE SOILS.
6. PLACE AND COMPACT GRANULAR A BASE COURSE MATERIAL TO THE DESIGN ELEVATION IN ONE LIFT AND COMPACT TO 100% OF THE SPMD.
7. PLACE HOT MIX BINDUR AND SURFACE ASPHALT AND COMPACT TO 95% MARSHALL DENSITY

E SUB-DRAIN TYPICAL













c.02	NTS
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Notes

LEGEND

PROPOSED

	NEW BUILDING
	NEW ASPHALT PARKING LOT
	NEW LANDSCAPE AREA
	NEW CONCRETE SIDEWALK
	NEW MANHOLE
	NEW CATCH BASIN
	NEW FENCE
	NEW SANITARY SERVICE
	NEW WATER SERVICE
	NEW SWALE
	DESIGNED GRADE
	EXISTING GRADE

EXISTING FEATURES

	EXISTING CATCH BASIN
	EXISTING FIRE HYDRANT
	EXISTING WATER MAIN
	EXISTING HYDRO POLE
	EXISTING STORM WATER SERVICE
	EXISTING SANITARY SERVICE
	EXISTING WATER SERVICE
	EXISTING UNDERGROUND CABLE LINE

UPDATED FOR CONSTRUCTION		TR	AR	2021.01.29
ISSUED FOR CONSTRUCTION		TR	AR	2021.01.20
Issued		By	Appd	YYYY.MM.DD
File Name: 72065C_DD001 I		TR	TR	2020.09.30
		Dwn.	Dian.	YYYY.MM.DD.

Permit/Seal



Client/Project Logo

Client/Project
Hillside Construction

New 18-unit Apartment Building

814 Scott Street, Fort Frances ON

Title
GRADING PLAN AND STORMWATER
MANAGEMENT PLAN

Project No. 129672065	Scale
--------------------------	-------

Revision	Sheet	Drawing No.
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C.03



40.0 m

NEW CATCH BASIN

0.2%

3:1

FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

Appendix E PCSWMM Modelling Results

Appendix E PCSWMM MODELLING RESULTS



EPA STORM WATER MANAGEMENT MODEL - VERSION 5.1 (Build 5.1.012)

Element Count

Number of rain gages 7
 Number of subcatchments ... 1
 Number of nodes 1
 Number of links 0
 Number of pollutants 0
 Number of land uses 0

Raingage Summary

Name	Data Source	Data Type	Recording Interval
10_year	10_year	INTENSITY	15 min.
100_year	100_year	INTENSITY	15 min.
2_year	2_year	INTENSITY	15 min.
25_year	25_year	INTENSITY	15 min.
29_mm	29_mm	INTENSITY	15 min.
5_year	5_year	INTENSITY	15 min.
50_year	50_year	INTENSITY	15 min.

Subcatchment Summary

Name	Area	Width	%Imperv	%Slope	Rain Gage	Outlet
S1	3.60	137.00	0.00	1.5000	100_year	OF1

Node Summary

Name	Type	Invert Elev.	Max. Depth	Ponded Area	External Inflow
OF1	OUTFALL	0.00	0.00	0.0	

 NOTE: The summary statistics displayed in this report are
 based on results found at every computational time step,
 not just on results from each reporting time step.

Analysis Options

Flow Units CMS

Process Models:

Rainfall/Runoff YES
 RDII NO
 Snowmelt NO
 Groundwater NO
 Flow Routing NO
 Water Quality NO
 Infiltration Method GREEN_AMPT
 Starting Date 02/04/2020 00:00:00
 Ending Date 02/05/2020 00:00:00
 Antecedent Dry Days 0.0
 Report Time Step 00:01:00
 Wet Time Step 00:05:00
 Dry Time Step 00:05:00

*****	Volume	Depth
Runoff Quantity Continuity	hectare-m	mm
*****	-----	-----
Total Precipitation	0.421	117.000
Evaporation Loss	0.000	0.000
Infiltration Loss	0.154	42.813
Surface Runoff	0.234	64.945
Final Storage	0.034	9.310
Continuity Error (%)	-0.058	

*****	Volume	Volume
Flow Routing Continuity	hectare-m	10^6 ltr
*****	-----	-----
Dry Weather Inflow	0.000	0.000
Wet Weather Inflow	0.234	2.337
Groundwater Inflow	0.000	0.000

RDII Inflow	0.000	0.000
External Inflow	0.000	0.000
External Outflow	0.234	2.337
Flooding Loss	0.000	0.000
Evaporation Loss	0.000	0.000
Exfiltration Loss	0.000	0.000
Initial Stored Volume	0.000	0.000
Final Stored Volume	0.000	0.000
Continuity Error (%)	0.000	

Subcatchment Runoff Summary

Subcatchment	Total Precip mm	Total Runon mm	Total Evap mm	Total Infil mm	Total Runoff mm	Total Runoff 10^6 ltr	Peak Runoff CMS	Runoff Coeff
S1	117.00	0.00	0.00	42.81	64.94	2.34	0.25	0.555

Analysis begun on: Fri Oct 16 12:21:59 2020
Analysis ended on: Fri Oct 16 12:21:59 2020
Total elapsed time: < 1 sec

EPA STORM WATER MANAGEMENT MODEL - VERSION 5.1 (Build 5.1.012)

Element Count

Number of rain gages 7
 Number of subcatchments ... 3
 Number of nodes 5
 Number of links 2
 Number of pollutants 0
 Number of land uses 0

Raingage Summary

Name	Data Source	Data Type	Recording Interval
10_year	10_year	INTENSITY	15 min.
100_year	100_year	INTENSITY	15 min.
2_year	2_year	INTENSITY	15 min.
25_year	25_year	INTENSITY	15 min.
29_mm	29_mm	INTENSITY	15 min.
5_year	5_year	INTENSITY	15 min.
50_year	50_year	INTENSITY	15 min.

Subcatchment Summary

Name	Area	Width	%Imperv	%Slope	Rain Gage	Outlet
201	2.20	137.00	65.00	1.5000	100_year	SU1
202	0.12	68.00	38.00	1.5000	100_year	OUT_202
203	0.10	68.00	77.00	1.5000	100_year	OUT_203

Node Summary

Name	Type	Invert Elev.	Max. Depth	Ponded Area	External Inflow
------	------	--------------	------------	-------------	-----------------

OUT_201_1	OUTFALL	186.58	0.00	0.0
OUT_201_2	OUTFALL	186.58	0.00	0.0
OUT_202	OUTFALL	0.00	0.00	0.0
OUT_203	OUTFALL	0.00	0.00	0.0
SU1	STORAGE	186.43	0.30	0.0

Link Summary

Name	From Node	To Node	Type	Length	%Slope Roughness
OR1	SU1	OUT_201_1	ORIFICE		
W1	SU1	OUT_201_2	WEIR		

Cross Section Summary

Conduit	Shape	Full Depth	Full Area	Hyd. Rad.	Max. Width	No. of Barrels	Full Flow
---------	-------	------------	-----------	-----------	------------	----------------	-----------

NOTE: The summary statistics displayed in this report are based on results found at every computational time step, not just on results from each reporting time step.

Analysis Options

Flow Units CMS

Process Models:

Rainfall/Runoff YES
RDII NO
Snowmelt NO
Groundwater NO
Flow Routing YES
Ponding Allowed NO
Water Quality NO
Infiltration Method GREEN_AMPT
Flow Routing Method DYNWAVE

Starting Date 02/04/2020 00:00:00
 Ending Date 02/05/2020 00:00:00
 Antecedent Dry Days 0.0
 Report Time Step 00:01:00
 Wet Time Step 00:05:00
 Dry Time Step 00:05:00
 Routing Time Step 5.00 sec
 Variable Time Step YES
 Maximum Trials 8
 Number of Threads 1
 Head Tolerance 0.001500 m

*****	Volume	Depth
Runoff Quantity Continuity	hectare-m	mm
*****	-----	-----
Total Precipitation	0.282	117.000
Evaporation Loss	0.000	0.000
Infiltration Loss	0.037	15.203
Surface Runoff	0.240	99.216
Final Storage	0.007	3.027
Continuity Error (%)	-0.381	

*****	Volume	Volume
Flow Routing Continuity	hectare-m	10^6 ltr
*****	-----	-----
Dry Weather Inflow	0.000	0.000
Wet Weather Inflow	0.239	2.394
Groundwater Inflow	0.000	0.000
RDII Inflow	0.000	0.000
External Inflow	0.000	0.000
External Outflow	0.164	1.635
Flooding Loss	0.028	0.278
Evaporation Loss	0.000	0.000
Exfiltration Loss	0.000	0.000
Initial Stored Volume	0.000	0.000
Final Stored Volume	0.048	0.481
Continuity Error (%)	-0.007	

 Time-Step Critical Elements

 None

Highest Flow Instability Indexes

All links are stable.

Routing Time Step Summary

Minimum Time Step : 4.50 sec
Average Time Step : 5.00 sec
Maximum Time Step : 5.00 sec
Percent in Steady State : 0.00
Average Iterations per Step : 2.00
Percent Not Converging : 0.00

Subcatchment Runoff Summary

Subcatchment	Total Precip mm	Total Runon mm	Total Evap mm	Total Infil mm	Total Runoff mm	Total Runoff 10^6 ltr	Peak Runoff CMS	Runoff Coeff
201	117.00	0.00	0.00	14.85	99.57	2.19	0.73	0.851
202	117.00	0.00	0.00	26.21	87.70	0.10	0.05	0.750
203	117.00	0.00	0.00	9.71	105.42	0.10	0.04	0.901

Node Depth Summary

Node	Type	Average Depth Meters	Maximum Depth Meters	Maximum HGL Meters	Time of Max Occurrence days hr:min	Reported Max Depth Meters
OUT_201_1	OUTFALL	0.00	0.00	186.58	0 00:00	0.00
OUT_201_2	OUTFALL	0.00	0.00	186.58	0 00:00	0.00
OUT_202	OUTFALL	0.00	0.00	0.00	0 00:00	0.00
OUT_203	OUTFALL	0.00	0.00	0.00	0 00:00	0.00
SU1	STORAGE	0.14	0.30	186.73	0 11:53	0.30

Node Inflow Summary

Node	Type	Maximum Lateral Inflow CMS	Maximum Total Inflow CMS	Time of Max Occurrence days hr:min	Lateral Inflow Volume 10^6 ltr	Total Inflow Volume 10^6 ltr	Flow Balance Error Percent
OUT_201_1	OUTFALL	0.000	0.010	0 11:53	0	0.0656	0.000
OUT_201_2	OUTFALL	0.000	0.211	0 11:53	0	1.36	0.000
OUT_202	OUTFALL	0.045	0.045	0 12:00	0.104	0.104	0.000
OUT_203	OUTFALL	0.038	0.038	0 12:00	0.101	0.101	0.000
SU1	STORAGE	0.732	0.732	0 12:00	2.19	2.19	-0.007

Node Surcharge Summary

No nodes were surcharged.

Node Flooding Summary

Flooding refers to all water that overflows a node, whether it ponds or not.

Node	Hours Flooded	Maximum Rate CMS	Time of Max Occurrence days hr:min	Total Flood Volume 10^6 ltr	Maximum Ponded Depth Meters
SU1	0.26	0.511	0 12:00	0.278	0.000

Storage Volume Summary

Average	Avg	Evap	Exfil	Maximum	Max	Time of Max	Maximum
---------	-----	------	-------	---------	-----	-------------	---------

Storage Unit	Volume 1000 m3	Pcnt Full	Pcnt Loss	Pcnt Loss	Volume 1000 m3	Pcnt Full	Occurrence days hr:min	Outflow CMS
SU1	0.330	46	0	0	0.723	100	0 11:53	0.221

 Outfall Loading Summary

Outfall Node	Flow Freq Pcnt	Avg Flow CMS	Max Flow CMS	Total Volume 10^6 ltr
OUT_201_1	51.70	0.001	0.010	0.066
OUT_201_2	51.74	0.031	0.211	1.365
OUT_202	95.76	0.001	0.045	0.104
OUT_203	95.78	0.001	0.038	0.101
System	73.74	0.034	0.304	1.635

 Link Flow Summary

Link	Type	Maximum Flow CMS	Time of Max Occurrence days hr:min	Maximum Veloc m/sec	Max/ Full Flow	Max/ Full Depth
OR1	ORIFICE	0.010	0 11:53			0.50
W1	WEIR	0.211	0 11:53			1.00

 Flow Classification Summary

Conduit	Adjusted /Actual Length	Fraction of Time in Flow Class							
		Up Dry	Down Dry	Sub Crit	Sup Crit	Up Crit	Down Crit	Norm Ltd	Inlet Ctrl

Conduit Surcharge Summary

No conduits were surcharged.

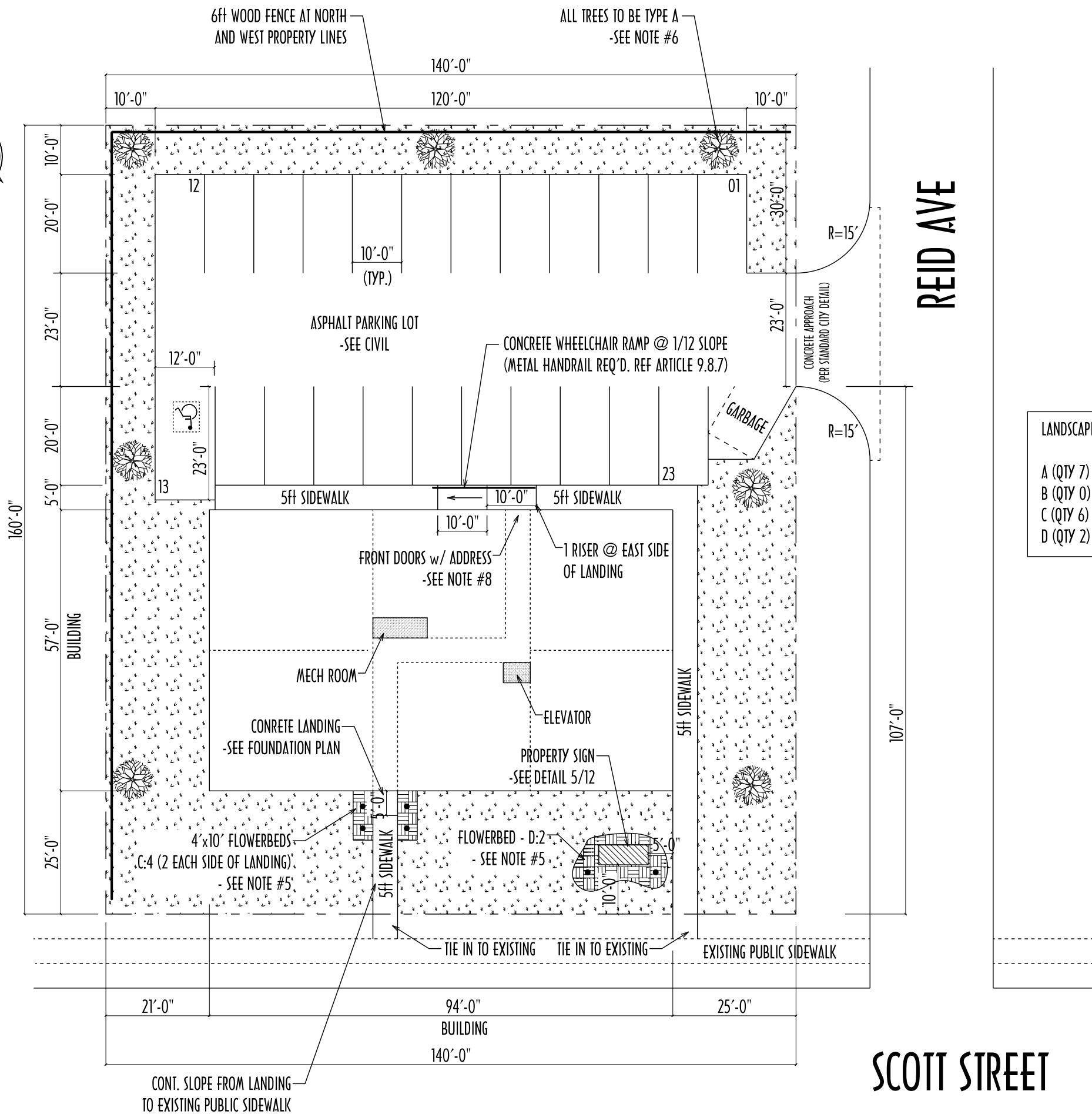
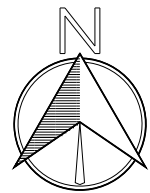
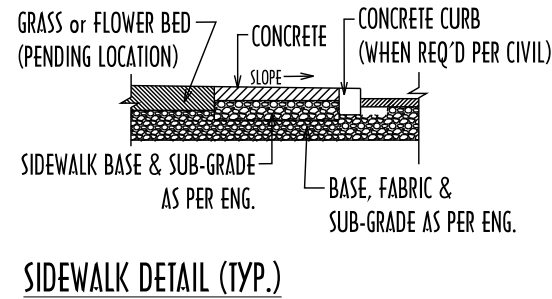
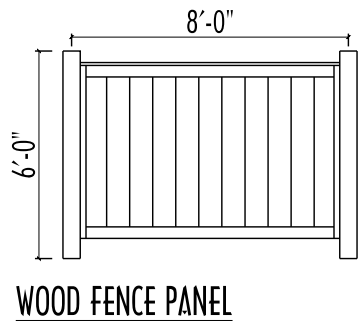
Analysis begun on: Fri Jan 22 13:31:19 2021
Analysis ended on: Fri Jan 22 13:31:20 2021
Total elapsed time: 00:00:01

NEW MULTI-FAMILY CONSTRUCTION (814 SCOTT STREET)

3x6=18 PLEX
16 RESIDENTIAL

23 STALLS REQ'D
23 TOTAL STALLS (1.28/unit)
1 ACCESSABLE

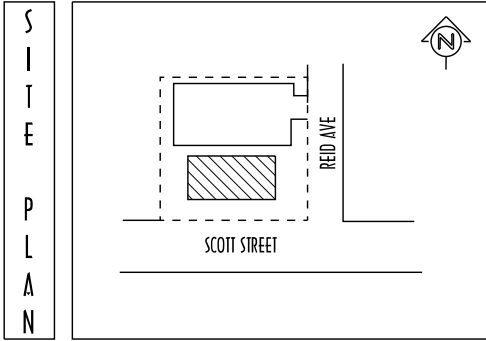
LOT = 22,400 SQ FT
BLDG FOOTPRINT = 5,358 +- SQ FT (24%)
PARKING LOT = 7,600 SQ FT (34%)
GREENSPACE = 42%



- GENERAL NOTES:
- 1) GREENSPACE TOTALS APPROX. 8,500 SQ. FT
SIDEWALKS TOTAL APPROX. 935 SQ. FT.
PARKING LOT TOTALS APPROX. 7,600 SQ. FT.
 - 2) FINAL ENTRANCE SIGNAGE DESIGN TO BE SHOWN ON MANUFACTURER DRAWING.
 - 3) SEE PG 03 FOR FOUNDATION PLAN.
 - 4) SIDEWALKS TO BE 5'-0" WIDE AND 4" THK (TYP.) UNLESS OTHERWISE DIMENSIONED.
 - 5) FLOWER BEDS TO BE FILLED WITH 3" MULCH AND SURROUNDED BY PLASTIC EDGING. TO BE SHAPED IN A VISUALLY PLEASING DESIGN.
 - 6) ALL TREES TO BE SURROUNDED BY APPROX. 30" DIA. OF MULCH (3" THICK) AND PLASTIC EDGING.
 - 7) UNLESS INDICATED OTHERWISE, ALL AREAS TO RECEIVE LANDSCAPING AND GRASS EXCEPT FOR THE PARKING LOT, FLOWERBEDS, & SIDEWALKS.
 - 8) BOTH EXTERIOR ENTRY DOORS TO HAVE DECAL WITH THE ADDRESS "814" CENTERED ON GLASS FRONT TO BE "ARIAL BOLD", WHITE, AT 3.5" HIGH

- LANDSCAPING LEGEND
- A (QTY 7) = SILVER MAPLE 2" CALIPER
 - B (QTY 0) = N/A
 - C (QTY 6) = KARL FOERSTER REED GRASS (OR SIMILAR)
 - D (QTY 2) = SPIRAEA GOLDCHARM (OR SIMILAR)

DRAWING REVISIONS		
Rev #	Date	Revision
1	mm/dd/yyyy	description here...
2		
3		
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NOTES

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- Subtrades shall verify drawings with Hillside Construction Inc. before commencing work.

HILLSIDE CONSTRUCTION

1-49 Clearspring Rd. Steinbach, MB R5G 1V2
PH. 204.326.1582
E-mail: info@hillsideconstruction.ca

Location: 814 Scott Street, Fort Francis, ON	FFIVE DEVELOPMENT COMPANY
Drawing by: TF & TT & WG	Date: Feb 24, 2020
Project: 18 Plex Apartment	Job No. : 408-A
Sheet Title: SITE & LANDSCAPING PLAN	Page: 01













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Notes

LEGEND

PROPOSED	
	NEW BUILDING
	NEW ASPHALT PARKING LOT
	NEW LANDSCAPE AREA
	NEW CONCRETE SIDEWALK
	NEW MANHOLE
	NEW CATCH BASIN
	NEW FENCE
	NEW SANITARY SERVICE
	NEW WATER SERVICE
	NEW SWALE
	DESIGNED GRADE
	EXISTING GRADE

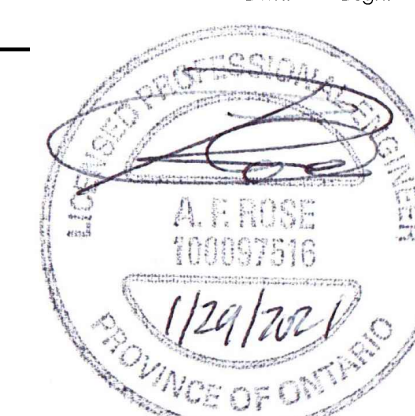
EXISTING FEATURES

	EXISTING CATCH BASIN
	EXISTING FIRE HYDRANT
	EXISTING WATER MAIN
	EXISTING HYDRO POLE
	EXISTING STORM WATER SERVICE
	EXISTING SANITARY SERVICE
	EXISTING WATER SERVICE
	EXISTING UNDERGROUND CABLE LINE

UPDATED FOR CONSTRUCTION	TR	AR	2021.01.29
ISSUED FOR CONSTRUCTION	TR	AR	2021.01.20
Issued	By	Appd	YYYY.MM.DD

File Name: 72065C_DD0011	TR	TR	LV	2020.09.30
	Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Permit/Seal



Client/Project Logo

Client/Project
Hillside Construction

New 18-unit Apartment Building

814 Scott Street, Fort Frances ON

Title
NEW CIVIL SITE SERVICING PLAN

Project No.
129672065

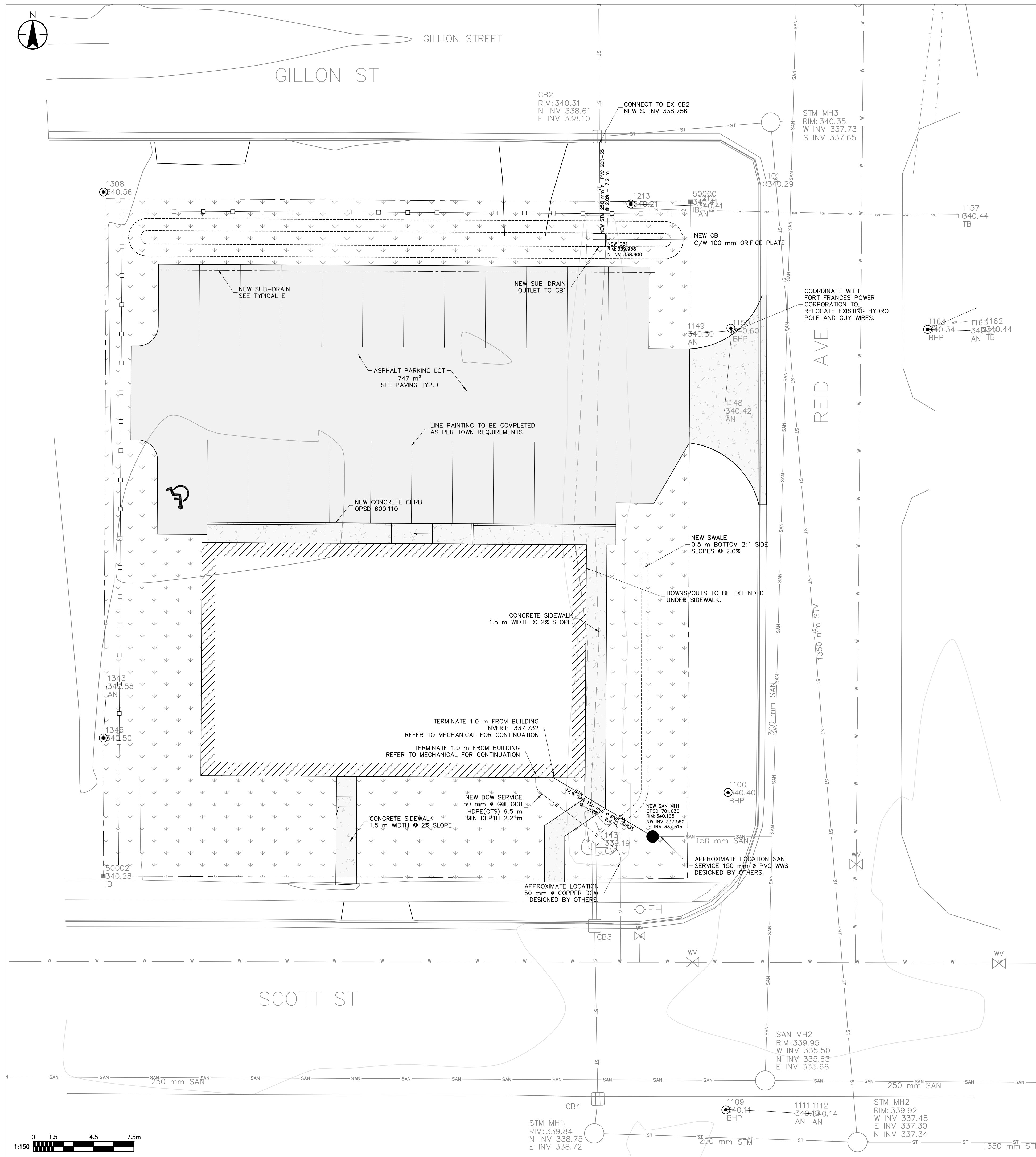
Scale

Revision 00 Sheet 02 of 03

Drawing No.

C.02

AGENDA ITEM #5.2

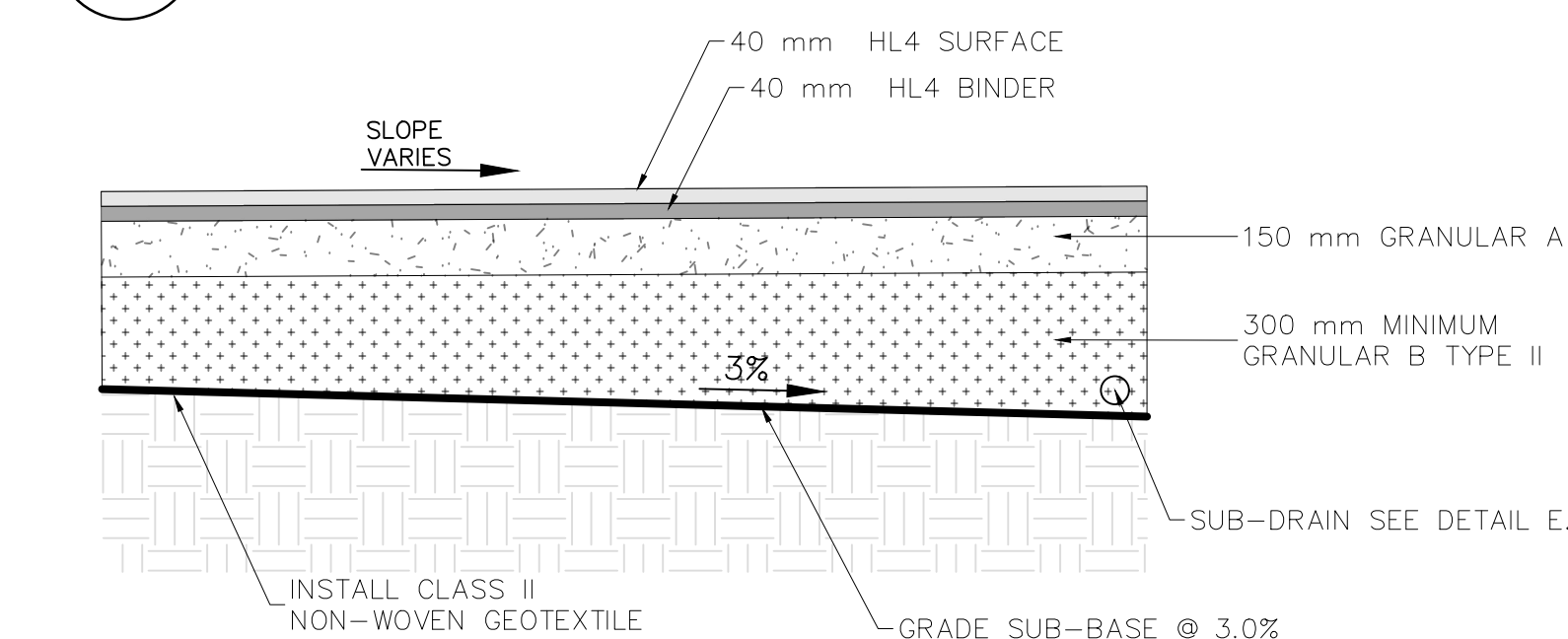


CONSTRUCTION NOTES:

1. SITE PLAN PREPARED BY OTHERS.
2. CONTRACTOR TO REFER TO STANTEC'S GEOTECHNICAL REPORT FOR SUBSURFACE CONDITIONS.
3. CONTRACTOR TO REFER TO STANTEC'S ENVIRONMENTAL SITE INVESTIGATION REPORT FOR AREAS OF POTENTIAL ENVIRONMENTAL CONCERN.
4. CONTRACTOR TO SUBMIT SHOP DRAWINGS AND TESTING RESULTS TO CONFIRM CONFORMANCE TO OPSS SPECIFICATIONS AND CONTRACT DRAWINGS.
5. CONTRACTOR RESPONSIBLE FOR UNDERGROUND UTILITY LOCATES.
6. MANAGEMENT OF EXCESS MATERIAL TO OPSS.MUNI 180
7. SITE GRADING TO OPSS.MUNI 206
8. CONCRETE SIDEWALKS TO OPSS.MUNI 351
9. CONCRETE CURB AND GUTTER SYSTEMS TO OPSS.MUNI 353
10. TRENCHING, BACKFILLING, AND COMPACTION TO OPSS.MUNI 401
11. EXCAVATING, BACKFILLING AND COMPACTING AROUND MAINTENANCE HOLES AND CATCH BASINS TO OPSS.MUNI 402
 - a. MAINTENANCE HOLES TO OPSD 701.030.
 - b. CATCH BASINS TO OPSD 705.010.
11. PIPE SUBDRAINS TO OPSS.MUNI 405
12. PIPE SEWER INSTALLATION TO OPSS.MUNI 410
13. HOT MIX ASPHALT TO OPSS.MUNI 310
14. WATERMAIN INSTALLATION TO OPSS.MUNI 411
 - 14.1. AT LEAST 2.2 m COVER SHALL BE PROVIDED FOR WATER SERVICE. IF COVER CANNOT BE ACHIEVED, INSULATE AS PER OPSD 1109.030.
15. Dewatering excavations to OPSS.MUNI 517
16. MATERIAL SPECIFICATION FOR BASE, SUBBASE, SELECT SUBGRADE, AND BACKFILL TO OPSS.MUNI 1010
 - a. ALL MATERIALS SHALL BE KEPT FROM FREEZING AND SHALL NOT CONTAIN ANY ORGANICS.
 - b. USE OF NATIVE MATERIAL FOR BACKFILL IS NOT PERMITTED.
 - c. GRANULAR MATERIAL:
 - i. GRANULAR A
 - ii. GRANULAR B TYPE I OR II
 - iii. BEDDING MATERIAL GRANULAR A OR GRANULAR B TYPE I OR II, WITH 100% PASSING THE 26.5 MM SIEVE.
16. EROSION AND SEDIMENT CONTROL PLAN.
 - a. THE CONTRACTOR WILL PRODUCE AN EROSION AND SEDIMENT CONTROL PLAN (THE "EROSION AND SEDIMENT CONTROL PLAN" OR THE "ESC PLAN") FOLLOWING THE GUIDANCE PROVIDED OPSS 805 AND IN ACCORDANCE WITH THE AUTHORITIES HAVING JURISDICTION. THE OBJECTIVE OF THE ESC PLAN IS TO MINIMIZE SEDIMENT INPUTS INTO WATERCOURSES BY REDUCING THE POTENTIAL FOR SEDIMENT, EROSION, AND RUNOFF FROM THE SITE. THE ESC PLAN SHALL INCLUDE DETAILED, SITE-SPECIFIC MEASURES BY WHICH THE CONTRACTOR WILL CONTROL SEDIMENT AND EROSION DURING CONSTRUCTION, INCLUDING THE PROPOSED LOCATIONS FOR EROSION CONTROL MEASURES SUCH AS SILT FENCES, THE LOCATIONS OF SOIL STOCKPILES, AND METHODS FOR EROSION CONTROL ON EXPOSED SOILS AND STOCKPILES. THE CONTRACTOR WILL ENSURE THAT THE ESC PLAN IS PREPARED BY A QUALIFIED PROFESSIONAL.

D PARKING LOT PAVING TYPICAL

c.02	NTS
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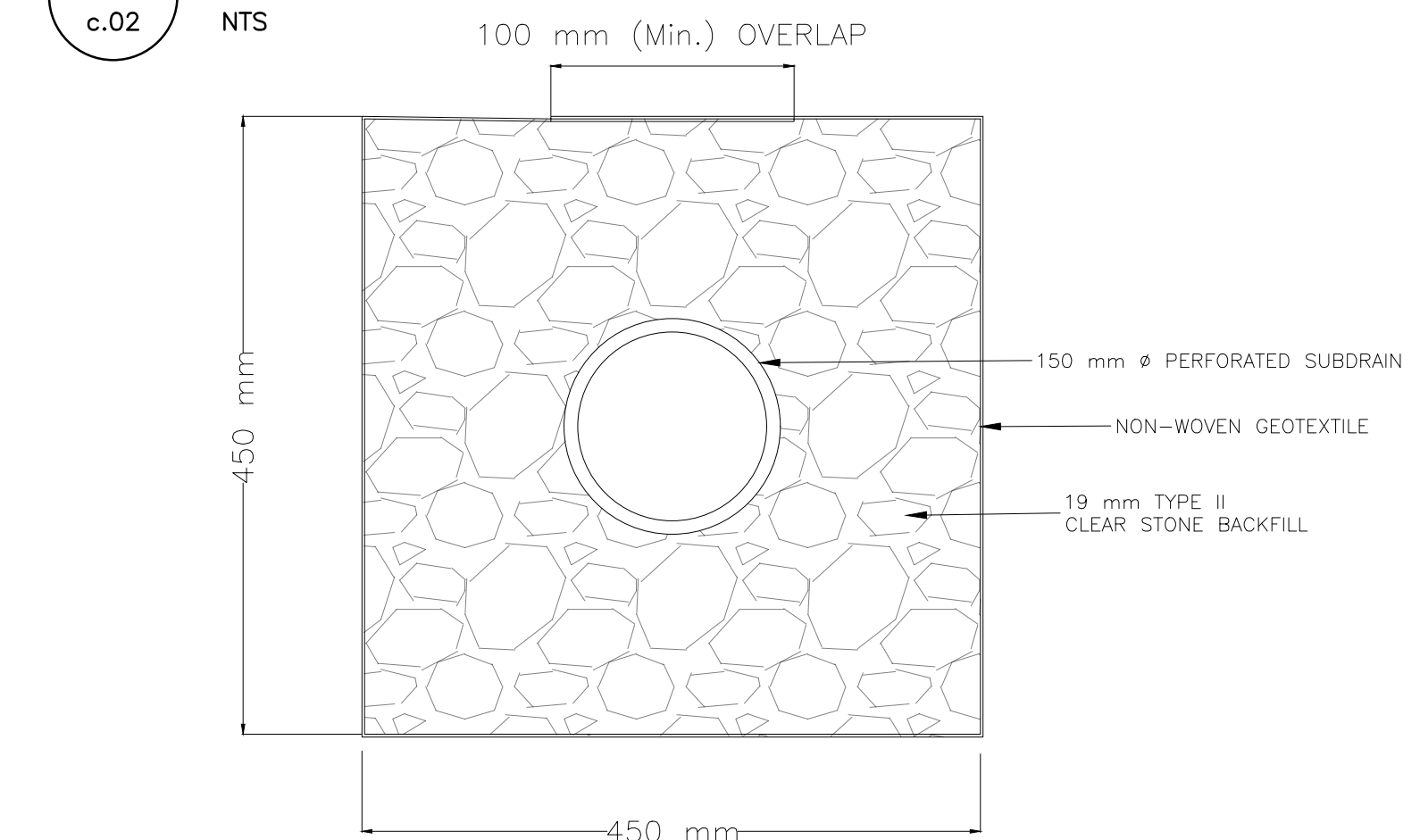


NOTES:

1. REMOVE ORGANIC MATERIALS AND THE CLAY FILL (IF ANY) BELOW THE FOOTPRINT OF THE PROPOSED PARKING AND ACCESS ROADS AREAS. CONSTRUCTION TRAFFIC SHOULD NOT BE PERMITTED ON THE SUBGRADE SOILS.
2. USE A FULLY-LOADED TANDEM TRUCK TO PROOF ROLL THE EXPOSED SUBGRADE AND IDENTIFY AREAS WITH LOW STRENGTH OR UNSUITABLE SOILS.
3. REMOVE UNSUITABLE SOFT SUBGRADE SOILS (SOFT SILT, TOPSOIL, ORGANICS, ETC.), IF ENCOUNTERED, AND REPLACE WITH OPSS GRANULAR B TYPE II SUB-BASE MATERIAL PLACED AND COMPACTED AS PER ONTARIO PROVINCIAL STANDARDS AND SPECIFICATION (OPSS 314.07.05.02).
4. INSTALL CLASS II NON-WOVEN GEOTEXTILE AS A SEPARATION LAYER BETWEEN THE SUBGRADE AND OVERLYING GRANULAR FILL.
5. PLACE AND COMPACT GRANULAR B TYPE II SUB-BASE MATERIAL TO THE DESIGN ELEVATION FOR THE UNDERSIDE OF THE GRANULAR A BASE COURSE. PLACE THE GRANULAR B TYPE II SUB-BASE IN LIFTS NOT EXCEEDING 300 MM IN THICKNESS AND COMPACT EACH LIFT TO 100% OF THE SPMD. PLACEMENT OF GRANULAR FILL SHOULD BE BY END DITCHING FROM THE EDGE OF THE EXCAVATION. THE GRANULAR FILL SHOULD BE PUSHED FORWARD AND LEVELLED WITH A TRACK TYPE DOZER TO BUILD A THICKENED SECTION TO SUPPORT THE HAULING OPERATIONS AND AVOID DAMAGE TO THE GEOTEXTILE AND SUBGRADE SOILS.
6. PLACE AND COMPACT GRANULAR A BASE COURSE MATERIAL TO THE DESIGN ELEVATION IN ONE LIFT AND COMPACT TO 100% OF THE SPMD.
7. PLACE HOT MIX BINDUR AND SURFACE ASPHALT AND COMPACT TO 95% MARSHALL DENSITY

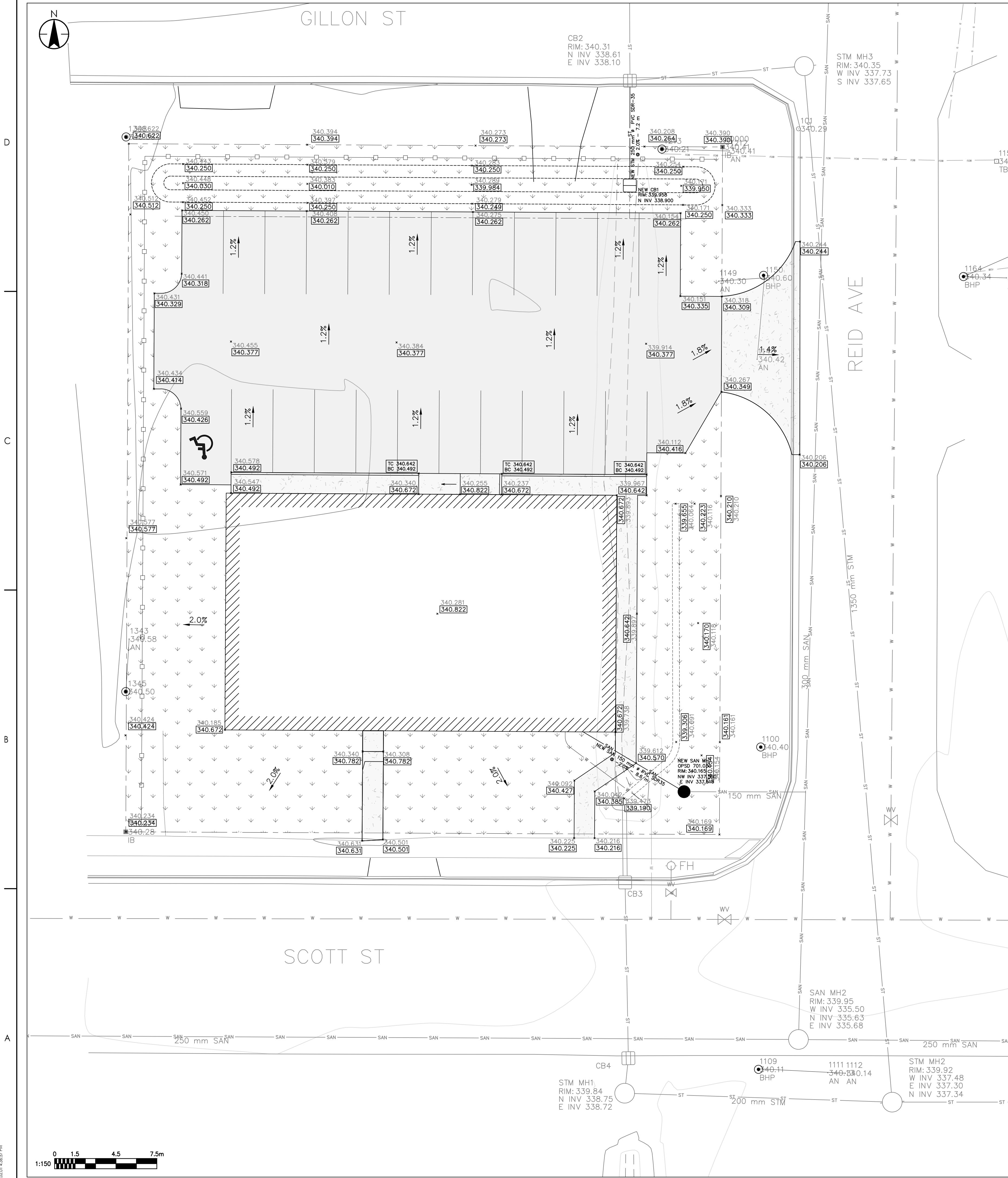
E SUB-DRAIN TYPICAL

c.02	NTS
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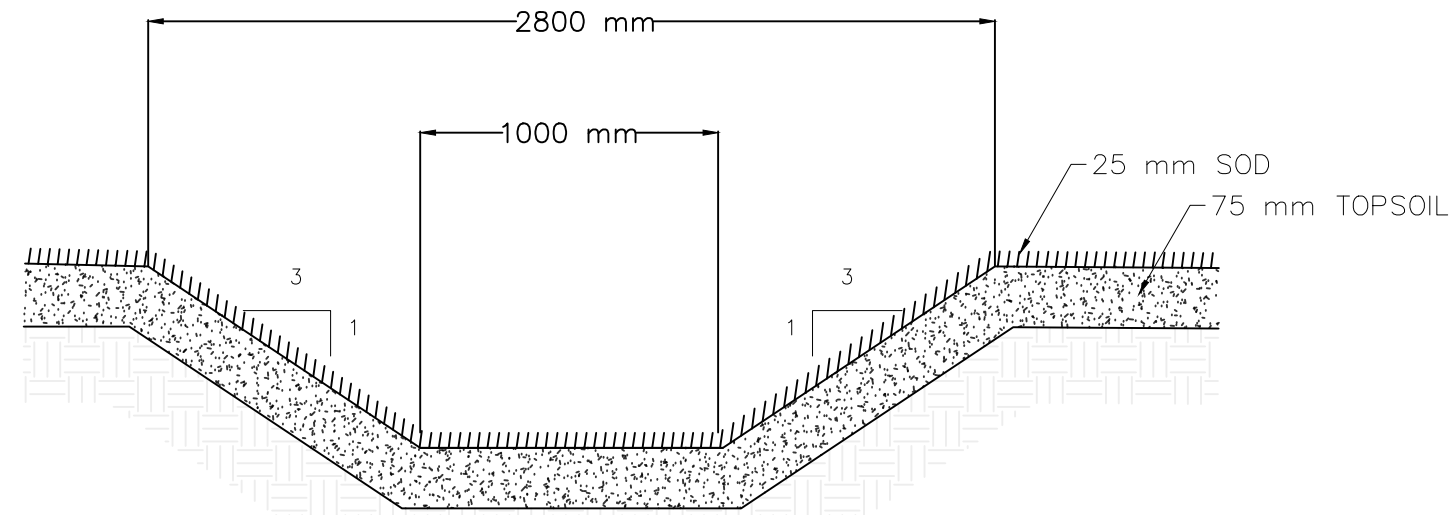


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2021/02/01 1:58:57 PM

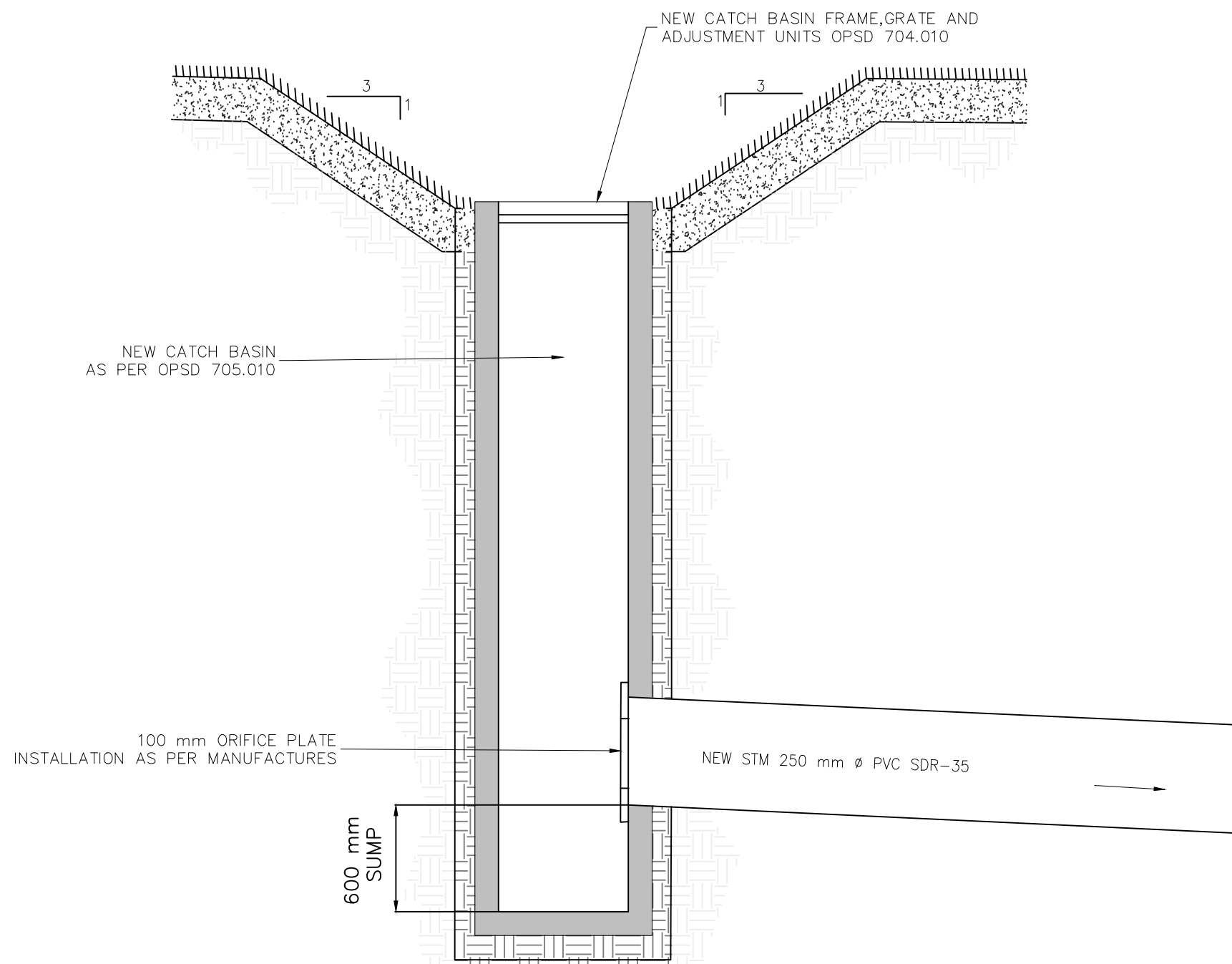
ORIGINAL SHEET - ARCH D



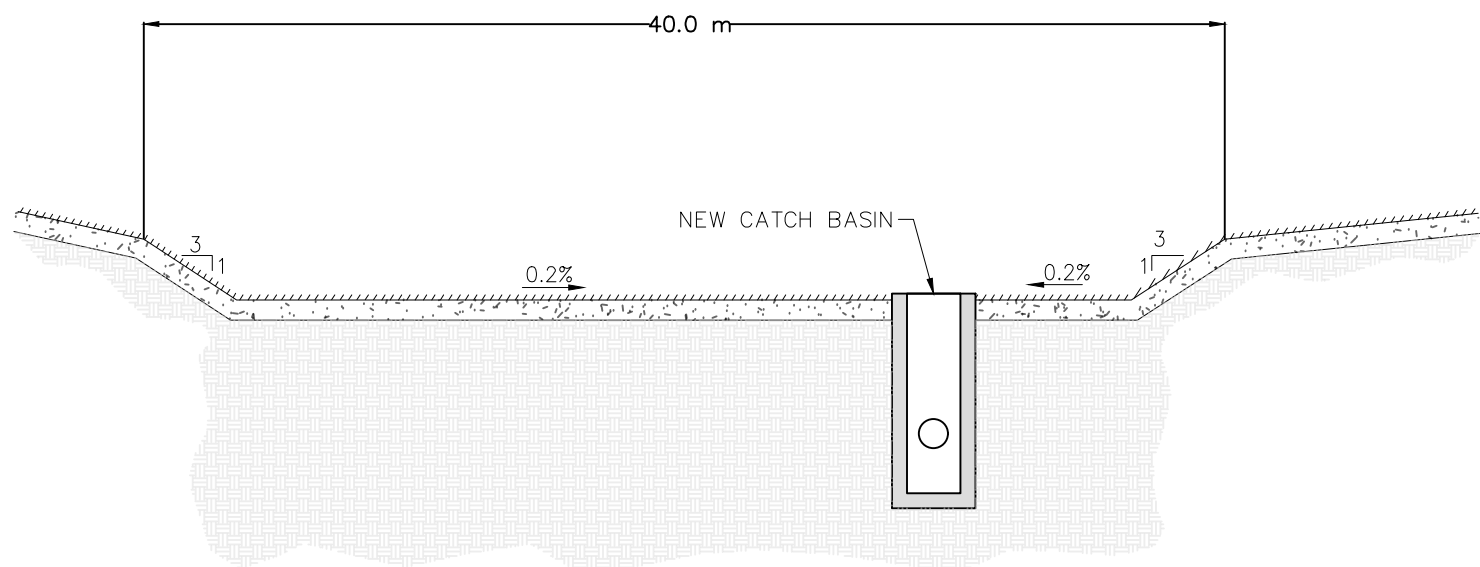
D
c.01 TYPICAL STORMWATER MANAGEMENT FACILITY
NTS



E
c.01 TYPICAL STORMWATER MANAGEMENT FACILITY CATCH BASIN OUTLET
NTS



F
c.01 TYPICAL STORMWATER MANAGEMENT FACILITY
NTS



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Tel: (807) 626-5640
www.stantec.com

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Consultant

Notes

LEGEND

PROPOSED	
NEW BUILDING	
NEW ASPHALT PARKING LOT	
NEW LANDSCAPE AREA	
NEW CONCRETE SIDEWALK	
NEW MANHOLE	
NEW CATCH BASIN	
NEW FENCE	
NEW SANITARY SERVICE	
NEW WATER SERVICE	
NEW SWALE	
DESIGNED GRADE	
EXISTING GRADE	

EXISTING FEATURES

EXISTING CATCH BASIN	
EXISTING FIRE HYDRANT	
EXISTING WATER MAIN	
EXISTING HYDRO POLE	
EXISTING STORM WATER SERVICE	
EXISTING SANITARY SERVICE	
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UPDATED FOR CONSTRUCTION	TR	AR	2021.01.29
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Issued	By	Appd	YYYY.MM.DD

File Name: 72065C_DD0011	TR	LV	2020.09.30
Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Permit/Seal



Client/Project Logo

Client/Project
Hillside Construction

New 18-unit Apartment Building

814 Scott Street, Fort Frances ON

Title
GRADING PLAN AND STORMWATER
MANAGEMENT PLAN

Project No.
129672065

Revision Sheet
00 03 of 03

Drawing No.
C.03

ADMINISTRATIVE REPORT

Subject: Procedural By-Law - Electronic Participation
Date: 2022-04-19
To: Mayor and Council
From: Gabrielle Lecuyer, Municipal Clerk
File Number: AF22-01



ISSUE

For Council to consider and discuss electronic participation during Council meetings

ADMINISTRATIVE RECOMMENDATION

It is the recommendation of Administration:

THAT approval of this report will agree with the recommendation of the Administration and Finance Executive Committee that Council approve an amendment to the Procedural By-Law relating to electronic participation and that the By-Law be brought forward for enactment

STRATEGIC IMPACT

N/A

OPTIONS & ALTERNATIVES

Council may choose to remain status quo relating to electronic participation with a focus on an urgent matter:

1. declared emergency by any level of government.
2. Restrictions or guidelines set out by the Northwestern Health Unit, the Ontario Provincial Police, Province of Ontario and the Municipal Emergency Control Group.

Currently we are following recommendations from the Health Unit once those recommendations change or are lifted Council will be in a position to physically attend the meetings per procedural By-Law as it currently reads.

HISTORY

At the Committee of the Whole meeting of March 28, 2022 council discussed options relating to electronic participation. There was a general consensus to move forward with a review of permitting electronic participation outside of an emergency such as the ongoing pandemic. A number of pros and cons were provided.

PROCEDURAL BY-LAW - ELECTRONIC PARTICIPATION

ANALYSIS

The attached proposed draft by-law would:

- repeal the most recent amendment relating to electronic participation
- permit electronic meetings to all regular or special Meeting of Council, including a meeting of Committee of the Whole, Regular Council, Council (Public Meeting), Executive Committee, Advisory Committee, Ad Hoc Committee and Standing Committee.
- provides for limitations with respect to the Regular Council Meetings and Committee of the Whole where members may not attend electronically more than 3 meetings in a row as the expectation is that every reasonable effort will be made by Council to physically be in attendance. The 3 consecutive meeting rule would not apply in an emergency or recommendation and guidelines as identified in the by-law. * The Chair or the Mayor must be physically present to facilitate signatures following the meeting.
- Members attending electronically will count toward quorum.
- Voting will be permitted.
- Electronic participation may include the closed meeting with headset.
- Further information relating to interruption in communication including public notice was provided in the proposed by-law
- Deputations will now be permitted electronically a new application form indicates options for in person or virtual (electronic)

CONSULTATION

N/A

SUPPORTING DOCUMENTS

- (1) Draft procedural By-Law 46-20C



THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW NO. 46~20 - C

(A By-Law to amend By-Law 46-20 to Govern the Proceedings of the Council of the Corporation of the Town of Fort Frances)

WHEREAS *the Municipal Act, 2001, c. 25 s. 5 (1)* provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS *the Municipal Act, 2001, c. 25 s. 5 (3)* provides that the powers of every council are to be exercised by by-law;

AND WHEREAS Council of the Corporation of the Town of Fort Frances, pursuant to section 238 of *the Municipal Act, 2001*, adopted By-law Number 46-20 on the 9th day of November 2020, being a by-law to establish the proceedings of Council.

AND WHEREAS on July 21, 2020 the *COVID-19 Economic Recovery Act, 2020* was passed to amend the Municipal Act, 2001 such that a Municipality's procedural by-law may permit Council and/or Committee members to participate electronically in both open and closed meetings and members participating electronically may be counted in determining quorum;

AND WHEREAS Council of the Corporation of the Town of Fort Frances deems it necessary to amend By-law No. 46-20 to allow for electronic participation.

NOW THEREFORE BE IT RESOLVED, THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF FORT FRANCES ENACTS AS FOLLOWS:

1. That Section 4.13 be amended as follows:

4.13 Electronic Meetings

Electronic Meetings: Council may, as provided for in The Municipal Act, 2001, establish a Meeting to be held electronically, in full or in part, via electronic means (including telephone, video conferencing, or via means of the internet) and with or without in-person attendance. All articles of this by-law relating to conduct of meeting, agendas, voting, debate etc. apply to an electronic meeting in the same form as a meeting held in person outside from the items detailed below.

- (a) **Electronic Meetings** – Any regular or special Meeting of Council, including a meeting of Committee of the Whole, Regular Council, Council (Public Meeting), Executive Committee, Advisory Committee, Ad Hoc Committee, Standing Committee may be conducted by Electronic Meeting, in accordance with this Article. The expectation is that every reasonable effort will be made by Council to physically be in attendance. Council Members participating electronically to the Committee of the Whole and the Regular Council meeting shall be limited to not more than three consecutive electronic meetings in a row. The limitation (not more than three meetings) identified in section a does not apply in the following circumstances:
 1. A declared emergency by any level of government and or
 2. Restrictions or guidelines set out by the Northwestern Health Unit, the Ontario Provincial Policy, Province of Ontario and the Municipal Emergency Control Group
- (b) **Such meetings may be Closed Session** – An Electronic Meeting may include a Closed Meeting, which shall be conducted in the absence of the public and in accordance with exceptions outlined in The Municipal Act, 2001.

- (c) **Quorum**– Members attending and present during an Electronic Meeting shall be counted for purposes of quorum at the commencement of the meeting and at any point in time during the Meeting.
- (d) **Voting** – Members shall be entitled to vote through a vote recorded by the Clerk or designate as if they were attending the Meeting in person, during an Electronic Meeting. All voting, during an Electronic Meeting, shall take place by each Member audibly stating “yea” or “nay” in response to the Clerk calling their name in order.
- (e) **Interruption in Communication** – If there is an interruption in the communications link to any Member who is participating electronically in a Meeting, the Clerk may:
- (1) decide on a short recess until it is determined whether or not the link can be re (1) established with no more than two (2) attempts; or
 - (2) continue the Electronic Meeting and treat the interruption in the same manner as if the Member who is physically present leaves the room.
 - (3) where communication to all members participating electronically and the connection to the public is interrupted and unable to be resolved, the meeting shall be adjourned and rescheduled.
- (g) **Public Notice of Electronic Meeting** – A public notice of an Electronic Meeting shall include sufficient information as to provide the public with a means to electronically access the open session meeting of such Electronic Meeting, in addition to any other applicable detailed notice requirements as required by policy or legislation.
- (h) **Deputations**– Meetings shall permit public deputations electronically by way of written submission received (Appendix E), which shall be submitted to the Clerk’s Office in accordance with the timeframe established in section 13.1, and shall be provided to Members at the Meeting.

THAT appendix A, B and E be amended as attached hereto and forming part of this By-Law

THAT By-Law 46-20 B is hereby repealed.

Enacted and passed this 9th day of May 2022

J. Caul, Mayor

G. Lecuyer, Clerk



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

ALL DELEGATIONS / DEPUTATIONS ARE REQUIRED TO PROVIDE A WRITTEN SUBMISSION PRIOR TO THE AGENDA DEADLINE

All written or electronic submissions and background information for consideration by Council must be submitted to the Clerk’s Office by 12 noon on the Thursday preceding the meeting. Electronic submissions should be submitted in Microsoft Power point, Microsoft word or PDF format. As per the Procedural By-law, there is a maximum of three (3) deputations allowed per meeting and delegates are given ten (10) minutes to make their presentation.

Preferred Meeting Date: _____

In person or ☐
Electronic Participation (virtual) ☐

I am requesting a delegation / deputation to speak:

a) ☐ On my own behalf; or
b) ☐ On behalf of a group / organization / association (if b) please state name of group below)

Will you be providing an electronic formatted presentation? ☐ Yes ☐ No

Name of Speaker (s) – A delegation / deputation wishing to appear before Council shall be limited to a total speaking time of ten (10) minutes (regardless of the number of speakers listed). Please state name of speaker(s) below.

Subject of Presentation

Please describe below the subject matter of the requested delegation / deputation in sufficient detail to provide the Town of Fort Frances a means to determine its content and define how the matter aligns with Council’s mandate / strategic priorities. All material needs to be provided to the Clerk by 12 noon on the Thursday prior to the meeting.

(use a separate sheet of paper if not enough space allowed here)

Reason why this delegation / deputation is important to Council and to the municipality:

Date of Request: _____ Signature of Speaker: _____

Address: _____
Telephone / Fax Numbers: _____
E-mail Address: _____

Scheduling will be at the discretion of the Clerk and will be confirmed prior to the meeting deadline. There are no guarantees that by requesting a certain date(s) your delegation / deputation will be accepted, as prior commitments may make it necessary to schedule an alternate date suggested by the Clerk.

Individuals who submit letters and other information to Council should be aware that any personal information contained within their communications may become part of the public record and made available through the Council Agenda process.

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

Clerk’s Office Contact: glecuyer@fortfrances.ca or 807-274-5323 ext: 1215

Appendix A

Electronic Participation at Meetings

1. Where the Rules of Procedure conflict with the need to facilitate electronic participation, the Chair, in consultation with the Clerk shall have the authority to modify the Rules of Procedure to ensure members can effectively participate in the meeting.
2. Notice to members shall be provided electronically via e-mail and/or agenda publication. Notice may also be provided by telephone or personal contact in case of an emergency. Public notice shall be deemed delivered upon completion of agenda publication.
3. The meeting shall begin with a roll call to determine who is participating.
4. The remainder of the delegation rules as set out in this by-law shall apply.
5. Electronic participation of Staff may also be facilitated.
6. Members should dress (if video conference) and act as though in attendance in person. Members are responsible for ensuring there is no background noise at their location that would interfere with the meeting – we encourage the member to source a quiet location to connect from. Additionally, microphone shall be muted when member is not speaking.
7. The Chair (and Mayor) will attend on site to provide for signatures following the meeting as needed.
8. Members must connect electronically with the Municipality no later than 15 minutes prior to the commencement of the meeting. If unable, there is no guarantee that we may be able to facilitate your connection.
9. Members attending electronically may leave a meeting early, however, it is expected that members will attend a sufficient length of time to warrant the additional effort required by the Municipality to facilitate electronic attendance.
10. Members must announce their departure prior to leaving the meeting. If electronic connection is lost during a meeting, no effort will be made by the Municipality to reconnect and the member attending electronically shall be considered to have left the meeting at the point of disconnection.
11. The Chair shall be cognizant of all members whether attending in person or electronically and may establish provisions as to order of members speaking to facilitate flow and pace of meeting.
12. Members attending electronically shall verbally announce their vote when called upon by the Chair.
13. Members attending electronically may not be able to see all other members, presentation by delegations, etc. and the Municipality is not responsible for trying to accommodate this.
14. Members are responsible for providing their own method of transmission to the Municipality. The Municipality will make a virtual meeting link and phone number available for meetings.
15. All members participating in closed session shall wear headsets to ensure the privacy of the session.

APPENDIX B

What to expect when you make your virtual deputation to The Town of Fort Frances Council

Please note you are attending a business meeting of Town of Fort Frances Council and procedural rules are used to guide conduct.

Council will not consider a Motion regarding a Deputation the same evening as it is presented unless it is associated with another item on the Agenda.

Deputations are usually heard at the beginning of each Committee of the Whole meeting.

Please read and note the following:

1. Committee of the Whole meetings are scheduled to begin at 5:30 pm.
2. The Office of the Municipal Clerk will send you a meeting link via email the Friday preceding the Monday meeting (or Tuesday if there is a statutory holiday).
3. Please login to the meeting link at least 5 minutes before the scheduled start time. You may be held in the virtual lobby until the Clerk admits you, just before the meeting starts.
4. Deputants must remain on mute with their cameras off until the Chair calls on them to speak.
5. When you hear your name called, unmute and turn your camera on.
6. You will have 10 minutes to make your deputation.
7. Start your deputation by introducing yourself and your fellow Deputants with your full names.
8. Remember that Council already has the information you have submitted. You can refer to the document without reading the document word for word.
9. Explain why you are making the deputation and what action you are requesting from Council.
10. If you are using PowerPoint, the PowerPoint presentation you will be provided presenters rights for this purpose.
11. After making your deputation, mute your microphone, but keep your camera on. Be prepared to unmute if Council members ask you any questions.
12. When addressing Council or answering a question, regardless of who asked the question, you should always address your comments to the Committee Chair. This helps to maintain order at the meeting. (e.g. 'Through the Chair...')
13. No Deputant shall speak disrespectfully of any person, use offensive words or unparliamentary language, or speak on any subject other than the subject for which they have received approval to address Council.
14. Following questions, the Chair will advise when your deputation is over. Please turn off your camera and remain on mute. If you do not turn your camera off or mute you will be removed from the meeting because your deputation is complete.

For those attending a virtual meeting we require that you read and note the following:

- No behaviour is permitted that interrupts the conduct of a meeting.
- No one may use disrespectful language, gestures or offensive words.
- Taking photos and/or making recordings of any kind are not allowed unless with the permission of the Municipal Clerk.
- Signs and t-shirts with specific slogans or offensive language are not permitted.
- Deputants and guests are not permitted to share their screen.
- Deputants and guests must not participate in the meeting chat.

If a Deputant or guest attempts to display language, behaviour or video that is not in keeping with the decorum of the meeting, or acts contrary to any of the above-noted rules, or in contravention of the Ontario Human Rights Code, the person will be asked by the Chair to cease and come to order. If the person does not come to order, the person shall be removed from the virtual meeting.

Public Record:

All communication that the Clerk receives from members of the public about a matter on a Committee of the Whole Agenda shall be part of the public record.

Town of Fort Frances reserves the right to record all proceedings of Council such recordings maybe available via the Council Portal.

ADMINISTRATIVE REPORT

Subject: FFHS Chem Free Grad Party Donation Request
Date: 2022-04-25
To: Committee of the Whole
From: Dawn Galusha, Treasurer
File Number: TRE2022/18



ISSUE

The request for a donation equivalent to the cost of the rental fees for the arena and auditorium in the amount of \$1,039.02 was received at the April 11, 2022 Council Meeting.

ADMINISTRATIVE RECOMMENDATION

It is the recommendation of the Administration and Finance Executive Committee:

THAT a donation be approved for the FFHS Chem Free Grad Party in the amount of \$1,039.02.

STRATEGIC IMPACT

- n/a

OPTIONS & ALTERNATIVES

- (1) Donate to the FFHS Chem Free Grad Party in the amount of \$1,039.02.
- (2) Determine an alternative amount to donate.
- (3) Deny the request.

HISTORY

At the April 11, 2022 Council meeting the letter received from the FFHS Chem Free Grad Committee requesting a donation was referred to the Administration & Finance Executive Committee. In the past Council has approved financial donations to the FFHS to offset the cost of the arena and auditorium rental fees and the Rainy River District School Board submitted an HST rebate for the FFHS Chem Free Grad rental expense.

ANALYSIS

n/a

CONSULTATION

n/a

FFHS CHEM FREE GRAD PARTY DONATION REQUEST**SUPPORTING DOCUMENTS**

- (1) Letter of Request





**FFHS Chem Free Grad
Fort Frances High School
c/o Brian Gustafson
440 McIrvine Road
Fort Frances, ON
P9A 3T8**



**Phone: 807-274-7747
Fax: 807-274-5171
E-mail: brian.gustafson@rrdsb.com**

March 29, 2022

Fort Frances Mayor and Town Council
320 Portage Avenue
Fort Frances, ON
P9A 3M5



Dear Mayor and Council:

Planning is currently underway for this year's FFHS Chem Free Grad party. After a two year absence due to COVID-19, a dedicated group of parents is assembling to once again provide a Chem Free Grad party for the graduates of Fort Frances High School. This will help guarantee a safe, alcohol and substance free environment in which to celebrate their children's high school accomplishments. As a committee, we rely on the support and generous contributions of the Fort Frances community and surrounding area. We thank the Town of Fort Frances for being one of these outstanding contributors year after year.

This year's FFHS Chem Free Grad Party will take place of Thursday, June 23, 2022. We are requesting a donation from the Town of Fort Frances equivalent to the cost of the rental fees for the arena and auditorium minus HST, totalling \$1039.02. If there are specifics required regarding the Chem Free Grad Party in order to process this request, please contact me by e-mail, phone, or mail using the information given above.

We thank you for your time and consideration in this matter.

Respectfully yours,

Brian Gustafson
Staff Advisor – FFHS Chem Free Grad Committee

Date: April 19th, 2022

Report To: Mayor & Council.

From: Tyler Moffitt, Fire Chief/CEMC.

Re: 2022 Annual Review of the Town Emergency Management Program.

The Municipal Emergency Management Program Committee during their 2022 annual review of the Town of Fort Frances Emergency Management Program, made a number of changes to the Plan were made this year to keep it consistent with current legislation and government direction. During the 2022 program review, the Municipal Emergency Management Program Committee accepted the recommendations as presented.

The changes were as follows:

- Overall formatting of the document, due to file being upgraded to newest version of software.
- Page 1 – Title page updated.
- Page 9 – section 3.2 – name change for Ministry.
 - section 4.1 – addition of CEMC & Alternate CEMC/PIO will implement the notification system for MECG.
- Page 10 – section 4.6 – addition of Fort Frances Airport to alternate EOC locations.
- CEMC & Alternate CEMC/PIO will be responsible for set-up of the EOC.
- Page 12 – section 4.14 – Ministry name change.
 - section 5.1 – Removal and/or alternates from MECG members. Primaries are only members required to be listed.
- Page 14 – section 5.3 – Ministry name change.
- Page 17 – section 5.6 – Scribe will assist administrator & Mayor.
- Page 21 – section 6.1 – Removal of and/or alternates to support staff. Same reasoning as page 12.
- Page 24 - section 6.5 – Rename radio station.

Therefore, with this stated the Administration & Finance Executive Committee is recommending that Council approve the report as presented and authorize that a by-law be prepared for signing by Mayor and Clerk.

Respectfully submitted

Original Signed by

Tyler Moffitt
Fire Chief/CEMC

Council approval of this report will: approve the recommendations as presented and authorize that a by-law be prepared for signing by Mayor & Clerk.

TOWN OF FORT FRANCES

BY-LAW NO

(A By-Law to Approve an Emergency Management Program)

(Being a by-law to adopt an Emergency Management Program for the Town of Fort Frances pursuant to Section 2.1 (1) of the Emergency Management & Civil Protection Act, R.S.O., 1990, Ch. E 9, as amended).

WHEREAS the Emergency and Civil Protection Act, Section 2.1 (1) requires every Municipality to develop and implement an Emergency Management Program;

AND WHEREAS Section 2.1 (2) of the Emergency Management & Civil Protection Act stipulates the content of each Municipalities Emergency Management Program;

AND WHEREAS Section 14 (1) of the Emergency Management & Civil Protection Act requires Emergency Management Programs to conform with regulatory standards, in accordance with international best practices;

AND WHEREAS the Emergency Management & Civil Protection Act makes provision for the Head of Council to declare an emergency exists in a community, or any part thereof, and also provides the Head of Council with the authority to take such action or make such order as he/she considers necessary and not contrary to law, to implement the emergency response plan and respond to an emergency;

AND WHEREAS the Emergency Management & Civil Protection Act, consistent with Section 242 of the Municipal Act, R.S.O., 1990, as amended, provides for the delegation of one or more members of Council who may exercise the powers and perform the duties of the Head of Council during his/her absence or his/her inability to act;

AND WHEREAS the Emergency Management & Civil Protection Act, authorizes employees of a Municipality to respond to an emergency in accordance with the emergency response plan where an emergency exists but has not yet been declared to exist;

AND WHEREAS on April 11th 2022, Council approved a recommendation from the Fire Chief/CEMC to update the Town of Fort Frances Emergency Management Program.

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

- 1) That an Emergency Management Program be developed for the town of Fort Frances consistent with and in accordance with international best practices as considered by Regulatory Standards established under the Emergency Management & Civil Protection Act, including the four core components of emergency management, namely: mitigation/prevention, preparedness, response and recovery;
- 2) That the Emergency Management Program for the Town of Fort Frances shall be consistent with the objectives of public safety, public health, the environment, critical infrastructure, and property, and to promote economic stability and a disaster-resilient community;
 - a) That Schedules "A" "B" "C" "D" and "E", attached hereto, shall form part of this By-Law;
 - b) Schedule "A", being the Emergency Plan for the Town of Fort Frances, pursuant to Section 3 of the Emergency Management & Civil Protection Act, R.S.O., 1990, Ch. E9, as amended;
 - c) Schedule "B", being a Schedule for the designation of a Community Emergency Management Coordinator;

- d) Schedule “C”, being a Schedule to establish the composition, organization and operational guidelines of the Emergency Management Program Committee;
- e) Schedule “D”, being a Schedule to designate and identify a community Emergency Information Officer;
- f) Schedule “E”, being the Community Profile Document;

3) By-Law 46/21 and all amendments are hereby repealed.

The Town of Fort Frances Emergency Management Program shall be reviewed annually by Council;

READ THREE TIMES and finally passed in open Council this ____ day of ____, 2022.

J. Caul, Mayor

G. Lecuyer, Clerk



Municipal Emergency Plan

Municipality of	FORT FRANCES
Designation	TOWN
Region/District	RAINY RIVER DISTRICT
Published	November 2011
Revised	March 2022

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1.0 INTRODUCTION

1.1 Preamble

Municipal departments routinely respond to situations requiring fire, police, ambulance, and public works services; however, some situations may escalate beyond the scope of normal operations. These situations need to be dealt with via an emergency plan. The Town of Fort Frances Emergency Plan is a generic and flexible document, adaptable to any emergency situation.

While many emergencies could occur within the Town of Fort Frances, the most likely to occur are: severe storms, floods, air or rail crashes, toxic or flammable gas leaks, transportation incidents involving hazardous materials, electric power blackouts, uncontrollable fires, explosions, or any combination thereof. **(See Appendix J)**

The Town of Fort Frances Emergency Plan is a tool to assist emergency personnel in their response to such situations. In order to use this tool to its full potential, it is important that all personnel are aware of their roles and responsibilities within the response framework. To help increase this awareness, the Town of Fort Frances Emergency Plan provides for training, exercises, and evaluation.

1.2 Title

This document is the **Town of Fort Frances Emergency Plan**, herein referred to as the “Plan”.

1.3 Aim

The aim of the Plan is to provide a set of generic action guidelines to increase the Town’s ability to efficiently and effectively deploy services and resources to protect the property and the health, safety, and welfare of the residents of the Town of Fort Frances during emergency situations.

1.4 Amending Formula

Any amendments to the Town of Fort Frances Emergency Plan require an amending by-law approved by Town Council. The appendices do not form part of the Plan; proposals for amendments to the Plan or its appendices shall be submitted to the Community Emergency Management Coordinator.

1.5 **Emergency – Defined**

Emergencies are situations, or threats of serious impending situations, that will adversely affect a significant number of persons, properties or areas. By their nature or magnitude, these situations may require municipal expenditures, requests for additional resources, provisions for emergency shelter, or evacuation. These situations are distinct from normal operations where coordinated activities among agencies are adequate to resolve the situation.

1.6 **Definitions**

“Administrator” is responsible for running the EOC and coordinating all information and strategies of the MCEG to all responding agencies.

“Command Post” is the central control/communications centre from which the Incident Commander will coordinate on-site activities and communicate with the Emergency Operations Centre and other operational sectors

“Municipal Emergency Control Group (MECG)” Is responsible for supporting the actions of all agencies responding to an emergency, defining overall strategy, and planning for secondary effects of any emergency or disaster.

“Municipal Emergency Management Program Committee” is a group appointed by Council that shall advise the Council on the development and implementation of the municipality’s emergency management program and shall conduct an annual review of the municipality’s emergency management program and shall make recommendations to the council for its revision if necessary.

“Emergency Information Officer” is the individual appointed to act as the primary media and public contact for the municipality in an emergency

“Emergency Operations Centre (EOC)” is the physical facility from which the Municipal Emergency Control Group supports the response effort of all the responding agencies to an emergency. This facility is located at a predetermined location with an alternate location designated if the primary EOC is not accessible.

“Incident Commander” is the individual responsible for directing and coordinating at the emergency site the actions of all the responding agencies. Statutory interest, or the municipal emergency control group in circumstance will establish the incident command position where the emergency is diffuse in nature. The position may change due to the evolution of the incident. The incident commander will report to the Municipal Emergency Control Group information relevant to the safety and security of the community

“Media Centre” is the location from which information, approved by the Municipal Emergency Control Group, is provided to the media. The centre will also monitor the emergency’s media coverage to provide the Municipal Emergency Control Group with effective strategies on dealing with media issues. Media emergency site tours, interviews, and photo opportunities are coordinated through the Media Centre.

“Sector Officer” is the individual representing his/her agency and may be based on as functional description or a geographic description. The sector officer will answer directly to the incident commander.

“Scribe” is responsible to the Administrator to assist him/her in the Emergency Operations Centre

2.0 AUTHORITY

2.1 The Emergency Management Act & Civil Protection Act

The *Emergency Management & Civil Protection Act, R.S.O. 1990, c. E.9*, as amended, is the primary authority enabling passage of the by-law adopting the Plan. Important measures authorized under the legislation which form part of the Plan are:

- Expenditure of monies associated with the formulation and implementation of the Plan;
- Authorization for municipal employees to take appropriate action before formal declaration of an emergency;
- Procedures to be taken for safety and/or evacuation of persons in an emergency area;
- Designation of a Member of Council who may exercise powers and perform the duties of the Head of Council under the Plan during the absence or inability of the Head of Council to act;
- Establishment of committees and designation of employees to be responsible for reviewing the Plan, to train employees in their functions, and to implement the Plan during an emergency;
- Authorization to obtain and distribute materials, equipment, and supplies during an emergency; and
- Authorization to attend to such other matters as is considered necessary or advisable for the implementation of the Plan during an emergency.

2.2 Protection from Liability for Implementation of the Plan

Section 11 of the *Emergency Management & Civil Protection Act, R.S.O. 1990, c.E.9, as amended*, states:

- (1) No action or other proceeding lies or shall be instituted against a member of Council, an employee of a municipality, a minister of the Crown or a Crown employee for doing any act or neglecting to do any act in good faith in the implementation or intended implementation of an emergency management program or an emergency plan or in connection with an emergency. 2002, c. 14, s. 14.;
- (2) Subsection (1) does not relieve a municipality of liability for the acts or omissions of a member of Council or an employee of the municipality referred to in subsection (1), and the municipality is liable as if subsection (1) had not been enacted and, in the case of a member of council, as if the member were an employee of the municipality. R.S.O. 1990, c. E.9, s. 11 (3).

2.3 Public Accessibility to the Plan

Section 10 of the *Emergency Management & Civil Protection Act* provides that an emergency plan must be available to the public during regular business hours at the municipal office.

The Plan will be made available to the public at the Civic Centre – Front Desk in hard copy format and may be viewed at anytime in PDF format on the town web site.

2.4 Freedom of Information and Protection of Privacy

Any personal information collected under the authority of the Plan shall be used solely for the purpose of planning, preparing and responding to emergencies as defined within the Plan and the release of any information under this Plan shall be made in conformity with the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56, as amended*.

3.0 DECLARATION OF AN EMERGENCY

3.1 Authority to Declare

The *Emergency Management & Civil Protection Act, R.S.O. 1990, c. E.9, as amended*, Section 4(1) states:

“The Head of Council of a Municipality may declare that an emergency exists in the Municipality or in any part thereof and may take such action and make

such orders as he or she considers necessary and are not contrary to law to implement the emergency plan of the Municipality and to protect property and the health, safety and welfare of the inhabitants of the emergency area.”

In the event that the Head of Council (Mayor) is unavailable the Deputy Mayor will assume the authority to declare and terminate emergencies on behalf of the Municipality as outlined above.

3.2 Notification to the Ministry of the Solicitor General

Under the *Emergency Management & Civil Protection Act, R.S.O. 1990, c. E.9*, as amended, states the Mayor must immediately notify the Solicitor General through the Duty Officer at Emergency Management Ontario of the declaration of an emergency. To notify the Minister’s office call:

Office of the Fire Marshall & Emergency Management 1-866-314-0472

The verbal declaration of an emergency to OFMEM shall be followed by a written declaration on Municipal letterhead faxed to the Duty Officer at 1-416-314-6220

Upon declaring an emergency, the Mayor will further notify:

1. Town Council Members
2. Public
3. Neighbouring Community Officials, as required
4. Local Members of Federal and Provincial Parliaments

PLAN IMPLEMENTATION

4.1 Assembling the Municipal Emergency Control Group

On receipt of an official request from a member of the Municipal Emergency Control Group, Fort Frances Fire and Rescue Service shall implement the “Emergency Plan – Alert Procedure” **(see Appendix A)**.

Fort Frances Fire and Rescue Service 911

Municipal Emergency Control Group members may be directed to report to the Emergency Control Centre or be placed on standby. Upon being notified, it is the responsibility of all Municipal Emergency Control Group Members to inform their staff and volunteer organizations.

4.2 Activation of the Plan

If requested to report to the Emergency Operations Centre the Municipal Emergency Control Group shall activate the Plan, be responsible for establishing an overall strategy to mitigate the risk to the community, for providing the necessary support and resources to the operational agencies,

and for establishing a communication plan for notification of the public and the media.

4.3 Action Prior to Activation

When an emergency exists but has not yet been declared to exist, community employees may take such action(s) under this emergency response plan as may be required to protect property and the health, safety and welfare of the Town of Fort Frances.

4.4 Actions of Emergency Response Agencies

Upon notification of an emergency, response agencies shall perform duties and responsibilities as outlined in the Plan or shall place personnel on stand-by until further notice.

Each agency responding to the emergency shall report to the incident commander for assignment

4.5 Chain of Command

Each agency responding to the emergency shall operate within their organizational structure. For purposes of strategic direction all sector officers will take direction from the incident commander, tactical direction will be established at the sector officer level and tasks completed from that direction.

4.6 Emergency Operations Centre

The Emergency Operations Centre shall be established at Town Hall (320 Portage Avenue), downstairs. The backup locations are as follows:

- Fort Frances Library & Technology Centre.
- Fort Frances EMS Garage (Hospital Location)
- Fort Frances Airport

The first arriving CEMC and Alternate CEMC/PIO are responsible for setting up the Emergency Operations Centre. The Community Emergency Management Coordinator (CEMC) is responsible for maintaining a level of preparedness within the Emergency Operations Centre by updating all print material and equipment. For a layout of the Emergency Operations Centre and equipment required, see **Appendix D for main EOC or Appendix E for back-up EOC.**

4.7 Media Centre

The Media Centre will be established in the Council Chambers or other location as deemed necessary by size or type of incident.

The Emergency Information Officer is responsible for setting up and maintaining the Media Centre.

4.8 Communications

Each responding agency is responsible for establishing its own telecommunications links with its Municipal Emergency Control Group representative.

4.9 Emergency Operations Centre Message Traffic

Due to the high volume of message traffic that will occur during the response to an emergency, a procedure must be used to effectively manage the handling of these messages. A hierarchy of all messages to and from the Emergency Operations Centre shall be in accordance with the following designations:

Critical is any message with implications of imminent death or serious injury to any person or groups of persons. Emergency alerts or immediate action directives are included in this category. Emergency messages take priority over all other traffic and should be used only when absolutely required.

Priority is assigned to important messages with a specific time limit or may result in a significant impact. It also includes those official messages not covered in the “emergency” category.

Routine covers most administrative or non-critical messages that are not time limited, including routine logistics support.

It is the responsibility of the originator of the message to designate the message according to the above hierarchy. The line(s) dedicated to incoming calls to the Emergency Operations Centre shall be operated by support staff under the direction of the Administrator - EOC Manager, and shall be responsible to ensure that all messages are properly classified and routed to their intended recipients. The message form is shown in **Appendix F**.

4.10 Command Post

The incident commander shall establish a temporary command post at the emergency site. The temporary command post shall be replaced by a mobile or fixed command post as determined by the incident commander and the agency with proprietary interest. All inter-agency communications shall be channeled through this command post and a direct link will be established with the Emergency Operations Centre.

4.11 Dissemination of Decisions by the Municipal Emergency Control Group

Decisions by the Municipal Emergency Control Group shall be transmitted to the incident commander through their agency representative. The Administrator - EOC Manager or alternate, shall coordinate this function.

4.12 Evacuation

Refer to **Appendix G** "Town of Fort Frances Evacuation Plan".

4.13 Request for Assistance

Assistance may be requested from the Province of Ontario or Federal Government at any time without any loss of control or authority. Assistance also may be requested from neighbouring municipalities and/or the private sector as required (**see Appendix B** "Resource Contact List").

4.14 Termination of a State of Emergency

The Mayor or alternate or Council as a whole or the Premier of Ontario can officially declare the termination of the emergency at any time and shall notify:

1. Solicitor General (Emergency Management Ontario)
2. Town Council
3. Public and Neighbouring Communities
4. Members of Provincial and Federal Parliament
5. Duty Officer (Notice of termination faxed to 1-416-314-6220)

5.0 MUNICIPAL EMERGENCY CONTROL GROUP**5.1 Composition of the Municipal Emergency Control Group**

Emergency response operations will be directed and controlled by the following officials at an Emergency Operations Centre:

- Mayor
- Deputy Mayor
- Town Administrator
- Fire Chief, Community Emergency Management Coordinator
- Manager of Operations and Facilities
- Emergency Information Officer
- Chief Building Official
- Treasurer

Not all members of the Municipal Emergency Control Group have to be present for the EOC to function and it therefore may function with only a

limited number of persons depending upon the emergency. In addition an emergency does not have to be declared to have the group meet.

5.2 Responsibilities of the Municipal Emergency Control Group

Planning (Operating/Business) Cycle

Members of the Municipal Emergency Control Group shall gather at regular intervals to inform each other of actions taken and problems encountered. The Administrator - EOC Manager, will establish frequency of planning cycles and agenda items. Maps and status boards shall be prominently displayed and kept up to date by the Duty Officer.

The incident commander shall schedule regular briefings with sector officers. The Municipal Emergency Control Group is primarily mandated to address the ongoing, or potentially expanding threat to the broader community, including the health, safety and well being of persons; property and infrastructure; essential services; the environment; the local economy, and to instill a level of confidence to the public.

The responsibilities of the Municipal Emergency Control Group are to:

- (1) advise the Mayor as to whether an emergency should be declared, and what part of the municipality should be designated as the emergency area;
- (2) ensuring that Emergency Management Ontario has been notified of declared or impending emergencies;
- (3) ensuring an incident commander has been appointed;
- (4) activating the Town of Fort Frances emergency response plan;
- (5) authorizing the expenditure of money;
- (6) managing information, including maintenance and retention of events log and records pertaining to expenditures;
- (7) maintaining a log outlining decision made and actions taken;
- (8) managing emergency information;
- (9) directing the movement of equipment and resources beyond the immediate emergency site(s);
- (10) ordering evacuations as necessary based on site requirements of the incident commander;

- (11) discontinuing utilities or services on a wide scale;
- (12) directing the use of municipal resources;
- (13) arranging extra resources (human and material);
- (14) liaising with other municipalities and other levels of government, including the activation of mutual aid agreements;
- (15) recommending the termination of the state of emergency, when appropriate;
- (16) implementing a recovery strategy; and
- (17) participating in post-emergency debriefings.

5.3 **Mayor**

Upon learning of a potential emergency, the Mayor should consider the possible need for activation of the Plan, and if warranted, shall trigger the “Emergency Plan – Alert Procedure” **(see Appendix A)**.

The Mayor or alternate shall:

- (1) declare an emergency to exist. Complete the “Declaration of an Emergency” form **(see Appendix F)**;
- (2) notify the Solicitor General of the declaration of an emergency and of the termination of an emergency;
- (3) take action to make orders, not contrary to law, to implement the Plan and to protect the property, health, safety, and welfare of the inhabitants of the Town;
- (4) participate in decision making, determining priorities, and issuing strategic directives through the Town Administrator for the resolution of the emergency;
- (5) request assistance from senior levels of government, when required;
- (6) in consultation with the Town Administrator, approve news releases and public announcements;
- (7) as the Town of Fort Frances’s key spokesperson, address the media as soon as possible after declaring an emergency. Staff advisors shall accompany the Mayor to address technical questions;

- (8) keep Council updated regarding the situation and actions being taken to resolve the emergency;
- (9) terminate the emergency at the appropriate time and ensure all concerned have been notified.

5.4 Town Administrator – EOC Manager

Upon learning of a potential emergency, the Town Administrator should consider the possible need for activation of the Plan, and if warranted, shall trigger the “Emergency Plan – Alert Procedure” (**see Appendix A**).

The Town Administrator or alternate shall:

- (1) chair the meetings of the Municipal Emergency Control Group;
- (2) participate in decision making, determining priorities, and issuing strategic directives for the resolution of the emergency;
- (3) organize and supervise all activities within the Emergency Operations Centre;
- (4) advise the Municipal Emergency Control Group on administrative matters including Corporate Policies and Procedures;
- (5) conduct planning Cycle meetings on a scheduled basis;
- (6) disseminate decisions or directions to all response agencies made by the Municipal Emergency Control Group;
- (7) in conjunction with the Municipal Emergency Control Group direct the appointment of an liaison officer.
- (8) in the Mayor’s or designates absence, or at the request of the Mayor or designate, assume the Mayor’s responsibilities in the Emergency Operations Centre;
- (9) approve news releases and public service announcements from the EOC prior to their release;
- (10) liaise with Town Managers or Chief Administrative Officers of neighbouring municipalities affected by the emergency or providing assistance to Town of Fort Frances emergency operations;
- (11) maintain a detailed log of all actions taken by the Town Administrator;

- (12) coordinate and chair a post-emergency debriefing of all key personnel involved in the emergency operations;
- (13) prepare a post-emergency report for submission to Town Council.

5.5 Emergency Information Officer

The Emergency Information Officer or alternate shall:

- (1) advise the Municipal Emergency Control Group on matters pertaining to public information, public affairs, and media relations;
- (2) gather, process and disseminate information for use by the Municipal Emergency Control Group;
- (3) upon approval of the Administrator or designate, release information to the public and media;
- (4) direct the establishment and operation of a Media Centre, a Call (Information) Centre, and an emergency site media centre;
- (5) issue public announcements, instructions, or warnings as directed by the Mayor or designate or Administrator;
- (6) provide public relations support as required;
- (7) coordinate all media requests, including arrangements for supervised tours near the emergency site(s);
- (8) arrange for photo or video records of the emergency operations;
- (9) maintain a detailed log of all actions taken by the Emergency Information Officer;
- (10) participate in a post-emergency debriefing.

5.6 Scribe

The scribe or alternate will:

- (1) assist the Town Administrator & Mayor with their functions as requested;
- (2) ensure that timely and correct information is displayed on the Main Event Board within the Emergency Operations Centre;

- (3) maintain a detailed log of all actions taken by the Municipal Emergency Control Group;
- (4) coordinate the provision of clerical staff to assist in the Emergency Operations Centre as required;
- (5) if directed by the Mayor or designate, ensure that all Councillors are advised of the declaration and termination of the emergency;
- (6) if directed by the Mayor or designate, arrange a special Council meeting(s);
- (7) coordinate the arrangements for identification cards to be issued to the Municipal Emergency Control Group, Town support staff and external resource personnel as required;
- (8) setup and maintain the operation of feeding, sleeping and meeting areas at the Emergency Operations Centre as required;
- (9) participate in a post-emergency debriefing and provide reports as requested by the Town Administrator;
- (10) ensure the security of the Emergency Operations Centre.

5.7 **Fire Chief**

Upon learning of a potential emergency, the Fire Chief should consider the possible need for the activation of the Plan, and if warranted, shall trigger the “Emergency Plan – Alert Procedure” (**see Appendix A**).

The Fire Chief or alternate shall:

- (1) provide the Municipal Emergency Control Group with information and advice on fire service matters;
- (2) participate in decision making, determining priorities, and issuing strategic directives for the resolution of the emergency;
- (3) Ensure an incident commander or sector officer has been appointed to control operations at the emergency site.
- (4) establish a communications link with the onsite fire officer;
- (5) if required activate mutual aid arrangements for the provision of additional firefighting resources and equipment;
- (6) arrange for additional equipment and materials as required;

- (7) coordinate assistance with other municipal, regional, provincial, or federal departments and agencies;
- (8) maintain a detailed log of all actions taken by the Fort Frances Fire and Rescue Service;
- (9) participate in a post-emergency debriefing and provide reports as requested by the Town Administrator.

5.8 Community Emergency Management Coordinator

Upon learning of a potential emergency, the CEMC should consider the possible need for the activation of the Plan, and if warranted, shall trigger the “Emergency Plan – Alert Procedure” **(see Appendix A)**.

The CEMC shall:

- (1) be responsible and accountable for the development and implementation of the Town of Fort Frances emergency management program;
- (2) provide the Municipal Emergency Control Group with information and advice on emergency management and progress of the program;

5.9 Manager of Operations and Facilities

Upon learning of a potential emergency, the Manager of Operations and Facilities should consider the possible need for activation of the Plan, and if warranted, shall trigger the “Emergency Plan – Alert Procedures” **(see Appendix A)**.

The Manager of Operations and Facilities or alternate shall:

- (1) provide the Municipal Emergency Control Group with information and advice on engineering and transit matters;
- (2) participate in decision making, determining priorities, and issuing operational directives through the Administrator - EOC Manager for the resolution of the emergency;
- (3) Ensure an incident commander or sector officer has been appointed to control operations at the emergency site.
- (4) direct and coordinate all Public Works operations in accordance with the Plan and directions issued by the Municipal Emergency Control Group;

- (5) maintain liaison with flood control centres, conservation and environmental agencies and be prepared to conduct relief or preventative operations;
- (6) provide engineering, personnel, materials, supplies, and equipment as required in support of emergency operations;
- (7) arrange for and coordinate provision and use of personnel, engineering materials, and equipment from other municipal, regional, provincial, or federal departments or private/commercial agencies;
- (8) assist with traffic control and emergency operations by clearing emergency routes, assisting the police in closing and opening roadways, marking obstacles, installing emergency road signs, and other actions as required;
- (9) coordinate the provision and use of all transportation resources in support of evacuation or other emergency operations as required;
- (10) coordinate the provision of emergency potable water, supplies, and sanitation facilities in support of emergency operations;
- (11) maintain liaison with regional public works and utility service agencies (i.e. hydro, gas, telephone, cable) and issue directions for the disconnection and reconnection of services
- (12) coordinate efforts to re-establish essential services;
- (13) coordinate debris removal activities;
- (14) coordinate demolition or securing of all “unsafe” buildings as directed by the Chief Building Official;
- (15) coordinate Public Works support for restoration and clean-up activities following the termination of the emergency;
- (16) maintain a detailed log of all actions taken by the Public Works Department;
- (17) participate in a post-emergency debriefing and provide reports as requested by the Town Administrator.

5.10 Treasurer

Upon learning of a potential emergency, the Treasurer should consider the possible need for activation of the Plan, and if warranted, shall trigger the “Emergency Plan – Alert Procedures” **(see Appendix A)**.

The Town Treasurer or their alternate shall:

(1) Alternate as a scribe while in the EOC. Should no scribe be designated by the Town Administrator the Treasurer, or their designate will act in this role, until otherwise directed by the Town Administrator;

(2) The provision of information and advice on financial matters as they relate to the emergency;

(3) Liaison, if necessary, with the Treasurers of other local and neighbouring municipalities;

(4) Ensuring that records of expenses are maintained for future claim purposes;

(5) Ensuring the prompt payment and settlement of all legitimate invoices and claims incurred during an emergency;

(6) The provision and securing of equipment and supplies not owned by the Town of Fort Frances.

5.11 Chief Building Official

If requested, the Chief Building Official shall coordinate with the Manager of Operations and Facilities in the securing of unsafe buildings, or demolition of structures found to be unsafe. The CBO shall also maintain a detailed log of all actions taken and if requested participate in a post-emergency debriefing.

6.0 SUPPORT GROUPS

6.1 Introduction

Municipal Emergency Control Group Advisory & Support Staff may be formed from Other Town staff, Government Officials, Community Stakeholders and Outside Experts may be called by the Administrator to join the Municipal Emergency Control Group for resource and advisory purposes. These individuals do not have to be appointed by council as their invitation is specific to their expertise. Their advice, resources and information will assist the Municipal Emergency Control Group in making decisions. The Administrator, Fire Chief/CEMC or EIO are responsible for notifying Support Group personnel to report to the Emergency Operations Centre.

The following are members of the Community Emergency Control Group Advisory & Support Staff:

- OPP Detachment Commander;
- Superintendent of Power Corporation;
- Riverside Health Representative;
- RRDSSAB Representative;
- Northwestern Health Unit Representative;
- Ambulance Representative;
- Resolute FP Representative;
- MNR Representative;
- 93.1 The Border Representative;
- Centra Gas Representative;
- Union Gas Representative;
- Red Cross Representative;
- Victim Services Representative;
- RRDSB Representative;
- NWCDSD Representative;
- CN Police Representative.

6.2 Incident Commander

The incident commander shall:

- (1) organize and coordinate the response at the emergency site(s) with all sector officers;
- (2) assess the situation under existing and potential conditions by consulting with sector officers and other agencies, take/authorize any action appropriate to preserve life, protect property and otherwise mitigate the adverse effects of the emergency;
- (3) coordinate with the Municipal Emergency Control Group and sector officers to ensure that the necessary equipment, supplies, and personnel are available;
- (4) provide, at regular intervals, information updates and reports regarding activities at the emergency site to the Municipal Emergency Control Group;
- (5) schedule briefings with individual and collective sector officers as to agency response status;
- (6) activate or coordinate with agencies, the evacuation of the immediate area or any area likely to be placed at risk, if warranted by conditions,
- (6) consider response alternatives and determine appropriate response actions (evacuation, containment, etc.) in consultation with sector officers and the Municipal Emergency Control Group;

- (7) establish an on-site Command Post at an appropriate distance from the emergency area that provides a good vantage point from which access to the emergency site can be controlled;
- (8) brief sector officer regarding the situation as they become involved;
- (9) obtain background information from those involved in the emergency or those who may have witnessed the incident, concerning the nature of hazardous material(s) and/or situation(s). Consult with experts, as required, to mitigate the emergency;
- (10) develop an Emergency Site Organization Plan/Layout with the assistance of sector officers and establish inner and outer perimeters and staging areas to control access to and movement within emergency site(s);
- (11) the release of information at the scene with the emergency information officer and the Municipal Emergency Control Group;
- (12) request, from the Municipal Emergency Control Group, logistical support for emergency operations and personnel at the scene;
- (13) ensure the overall safety of the emergency site, in particular that safety precautions are enforced regarding wearing personal protective equipment;
- (14) In consultation with sector officers, develop a demobilization plan for all resources within the emergency site. Implement this plan upon official notification of the termination of the emergency;
- (15) ensure that all sector officers have established work schedules for their personnel at the emergency site(s);
- (16) maintain a detailed log of all actions taken;
- (17) participate in a post-emergency debriefing and provide such reports as requested by the Administrator.

6.3 Northwestern Health Unit Representative

The Medical Officer of Health or Health Unit Representative shall:

- (1) provide the Municipal Emergency Control Group with information and advice on matters pertaining to public and/or environmental health;

- (2) participate in decision making, determining priorities, and issuing operational directives for the resolution of the emergency, as requested by the Municipal Emergency Control Group;
- (3) receive and distribute vaccine in the event of a pandemic;
- (4) liaise with the Ministry of Health, Public Health branch;
- (5) provide recommendations regarding the evacuation of buildings or areas for reasons of health;
- (7) coordinate response to disease related emergencies or anticipated emergencies such as epidemics, in accordance with the Ministry of Health policies;
- (8) liaise with the Manager of Operations and Facilities regarding the provision and testing of potable water and sanitation facilities;
- (9) liaise with the Director of Ontario Works and other agencies on areas of mutual concern regarding health services in emergency areas including: food safety, counseling of victims, general safety and sanitation, accommodation standards, air monitoring, provision of home care services;
- (10) maintain detailed log of actions taken by the Northwestern Health Unit;
- (11) participate in a post-emergency debriefing and provide reports as requested by the Administrator;
- (12) coordinate with the Community Care Access Centre for appropriate home care for any early discharge of patients.

6.4 Rainy River District Social Services Board Representative

- (1) coordinate assistance from other municipal, regional, provincial, federal departments, or private agencies; Control community service agencies to assist at reception, and other tasks as directed by group
- (2) maintain a detailed log of all actions taken by the Community Services Division;
- (3) participate in a post-emergency debriefing and provide reports as requested by the Administrator.

6.5 Media Communications

- (1) The Municipal Emergency Control Group shall use 93.1 The Border to inform emergency personnel and the public of the situation and of the

action to be taken. In the event that 93.1 The Border is unable to broadcast, KBWH FM (99.5) will be the alternate station.

6.6 Hospital Official

- (1) provide the Community Control Group with information and advice;
- (2) implement the hospital emergency plan;
- (3) coordinate with ambulance services the transportation and delivery of casualties to hospital and/or treatment Centres.

6.7 Ambulance Service Representative

The Ambulance Service Representative or alternate shall:

- (1) provide the Community Control Group with information and advice on health service matters;
- (2) participate in decision making, determining priorities, and issuing operational directives to support the resolution of the emergency
- (3) activate the appropriate emergency call out procedures;
- (4) coordinate the acquisition of ambulance resources as required by the incident commander or sector officer;
- (5) coordinate with senior police officials the movement of ambulances to and from the emergency site(s);
- (6) coordinate with other Emergency Services and Duty Officer for the provision of triage and treatment at the emergency site(s), casualty collection posts, and the distribution of casualties in accordance with the Plan and directions issued by the Community Control Group;
- (7) coordinate the provision of special emergency health service resources at the emergency site (i.e. ambulances, support units, paramedics, ambulance helicopters, etc.);
- (8) coordinate with the MOH in time of epidemics for the provision of triage and emergency treatment at the emergency site(s), casualty collection posts and the distribution of casualties.
- (9) provide the main radio communication link among health services and RRDSSAB Health Services Manager for notifying and requesting

assistance of the Ontario Ministry of Health and Long Term Care, Emergency Health Services;

- (10) liaise with the Medical Officer of Health and assist with the organization and transportation of persons in health care facilities, homes for the aged, nursing and rest homes, and disabled citizens that need to be evacuated;
- (11) maintain a detailed log of all actions taken by the Ambulance Service;
- (12) participate in a post-emergency debriefing and provide reports as requested by the Administrator.

6.8 Red Cross, if requested:

- (2) Coordinate (lead role) the provision of emergency feeding, reception, accommodations, clothing, identification, registration and inquiry;
- (3) Provide registration and inquiry services and assist at reception center(s) as required;
- (4) Provide first aid services at evacuation centers and other locations required;
- (5) Maintain a detailed log of all actions taken and provided reports are requested by the administrator-EOC Managers/CCG Fort Frances;
- (6) The Canadian Red Cross staff or designates will act as public information Liaison at all disaster response, concerning Canadian Red Cross matters;
- (7) Responding to the dispatch call by arriving on the scene within three hours from call;
- (8) Volunteers will, at minimum wear Red Cross lanyard and identification card, as well as a Canadian Red Cross vest;
- (9) Canadian Red Cross will provide for immediate emergency needs, such as lodging, comfort kits, food and clothing and family reunification, for a period of up to 72 hours or as needed;
- (10) The Canadian Red Cross team leader will assess the situation and the needs of the victims;
- (11) The Canadian Red Cross team leader, or designate, will liaise at the emergency scene with RRDVSP Team Leader/s.

6.9 Rainy River Districts Victim Services Program, will provide, on request:

- (1) Team leaders that will dispatch the correct number of RRDVSP volunteers as requested RRDSSAB or CRCS
- (2) Volunteers will take direction from a RRDVSP Team Leader, liaise with the RRDSSAB and CRCS staff/ volunteers on –scene, and follow their own protocols within their mandate.
- (3) Provide victims with emotional support, practical assistances and referral information in keeping with the policies.
- (4) Follow-up Services with victims with regard to emotional, practical and referral support in the days following the event, if victims have consented. If at any time, a further need is identified that can be met by CRC or RRDSSAB, victims will be referred to their services for additional assistance
- (5) Volunteers with proper identification and emergency vests
- (6) Personal services (if applicable) for referrals to, hospital, clinics, veterinarians, pet shelters, clergy, spiritual advisors, access to counseling services, local transportation, etc.
- (7) Provide (dependant on numbers) emergency, one- time personal hygiene supplies for all adults, diapers etc.

6.10 Amateur Radio Operators

If requested, the Fort Frances Amateur Radio Operators shall provide radio equipment and operators at the Emergency Operations Centre and other locations as required and directed by the Community Control Group. It shall also maintain a detailed log of all actions taken and provide reports as requested by the Administrator

6.11 Ministry of Natural Resources

If requested, the Ministry of Natural Resources shall provide additional personnel and equipment as required. They shall also maintain a detailed log of all actions taken and provide reports as requested by the Administrator. The MNR shall be accessed through the Duty Officer for EMO

6.13 Critical Incident Stress Management Team

If requested, the CISM Team will work with the Administrator and/or Incident Commander to provide debriefings and follow-ups for emergency service personnel and community intervention as required.

6.14 OPP Detachment Commander

Upon learning of a potential emergency, the Detachment Commander should consider the possible need for activation of the Plan, and if warranted, shall trigger the “Emergency Plan – Alert Procedure” (**see Appendix A**).

The Detachment Commander or alternate shall:

- 1) provide the Municipal Emergency Control Group with information and advice on law enforcement matters;
- 2) participate in decision making, determining priorities, and issuing strategic directives for the resolution of the emergency;
- 3) activate the OPP Emergency Call Out Procedures;
- 4) establish a communications link with the Police Incident Commander;
- 5) direct the establishment of inner and outer perimeters around the emergency site(s);
- 6) direct and control the dispersal of crowds within the emergency site(s);
- 7) direct the movement of emergency vehicles to and from the emergency site(s);
- 8) coordinate the arrangements for police operations with other municipal, provincial, or federal departments and arrange for additional supplies and equipment as required;
- 9) maintain law and order in evacuation and reception centres and other temporary facilities;
- 10) protect property and maintain law and order at the emergency site(s);
- 11) maintain a detailed log of all actions taken by the OPP;
- 12) participate in a post-emergency debriefing and provide reports as requested by the Town Administrator.

6.15 Superintendent of the Power Corporation

Upon learning of a potential emergency, the Superintendent of Power Corporation should consider the possible need for activation of the Plan, and if warranted, shall trigger the “Emergency Plan – Alert Procedures” (**see Appendix A**).

- (1) provide the Municipal Emergency Control Group with information and advice on electrical matters;

- (2) participate in decision making, determining priorities, and issuing strategic directives through the Administrator - EOC Manager for the resolution of the emergency;
- (3) Ensure an incident commander or sector officer has been appointed to control operations at the emergency site.
- (4) discontinue private or public electrical service in the emergency area if continuation of electrical service constitutes a hazard to public safety.
- (5) provide alternate supplies of electrical power where necessary and practicable
- (6) maintain a detailed log of all actions taken by the Power Corporation;
- (7) participate in a post-emergency debriefing and provide reports as requested by the Town Administrator.

7.0 Composition of the Emergency Management Program Committee

The Municipal Emergency Management Program Committee is the group responsible for conducting an annual review of the Municipalities Emergency Management Program and shall make recommendations to the Council for its revision if necessary.

The following are members of the Emergency Management Program Committee, as approved by Council:

- Mayor;
- Administrator;
- Fire Chief/CEMC;
- EIO;
- Manager of Operations & Facilities;
- Treasurer;
- Chief Building Official.

8.0 TRAINING AND EVALUATION

8.1 Introduction

Training, exercise, and evaluation form the basis for ensuring that collective efforts at all levels can be properly coordinated and controlled. Effective emergency response is possible only when people understand the Plan and have had the opportunity to practice the procedures.

The Plan must provide for:

- (1) the education of Town staff concerning emergency preparedness and their responsibilities established within the Plan;
- (2) individual and collective training to ensure personnel are prepared to implement the Plan; and
- (3) exercises and evaluations to practice and confirm the state of readiness of Town staff to respond to an emergency.

8.2 **Definitions**

Simulated Exercises:

Individual control agencies practice operational procedures without the actual deployment of personnel or resources. Common approaches to this type of exercise include paper exercises and tabletop discussions. The actions of upper and lower operations are simulated by the exercise design staff.

Specialty Exercises:

These exercises practice response to a specific risk such as: bomb threats, aircraft disaster, major flooding, or radiation spill. These types of exercises can involve a simulated approach or actual deployment of resources.

Communication Exercises:

These exercises are designed to test the emergency notification procedures or to practice or evaluate communication resources.

Emergency Operations Centre Exercises:

The Emergency Operations Centre staff shall convene to test and develop operational procedures, problem solving skills, communication systems, and interoperability within the Town of Fort Frances and other outside agencies. The conduct of these exercises is usually in the form of a paper or communication exercise with staff participating as the Emergency Site Manager and representing coordinated departmental control centres.

8.3 **Definitions - continued**

Major Exercise:

This exercise involves the physical deployment of resources in response to a staged emergency situation. It may be undertaken by a single department or agency or may be conducted in conjunction with others.

Mass Exercise:

This is a wide-scale, comprehensive exercise that involves all, or the majority of responding agencies and the actual deployment and exercise of resources at all levels. A mass exercise includes the activation of the Municipal

Emergency Control Group, Emergency Operations Centre and one or more emergency sites.

8.4 Training

Each Department is responsible for conducting individual, team, and combined training to ensure that staff are prepared to perform the tasks and responsibilities outlined in their respective Emergency Response Procedures.

8.5 Exercises

The purposes of exercises are:

- (1) to practice, test, evaluate, and improve plans and operational capabilities;
- (2) to promote and refine co-operation and coordination among operational teams, staff, and support groups, and command and control elements;
- (3) to stimulate and maintain interest and enthusiasm.

Departments are responsible for developing and conducting simulated, specialty, communication, and major exercises within their departments.

The Municipal Emergency Control Group shall conduct a minimum of one exercise each year. This may be a simulated or communication exercise.

8.6 Evaluation

Each department or agency is responsible for the evaluation of its Emergency Response Procedures and the readiness of its respective organization. Significant occurrences that limit or preclude an organization from performing the responsibilities outlined in the Plan must be reported to the Fire Chief.

9.0 PLAN MAINTENANCE AND REVISION

An Emergency Planning & Evaluation Committee chaired by the Community Emergency Management Coordinator or designate, will be composed of staff from various Town departments and outside agencies. The Committee will be responsible for keeping the Plan (and its appendices) current with respect to legislation, agency roles and responsibilities and any other pertinent information.

Town departments are responsible for reviewing and amending their internal sub-plans annually.

The Emergency Planning & Evaluation Committee will review and revise the Plan in January of every year, and any amendments shall be distributed to all of the Plan holders in a timely manner (see **Appendix I**, Distribution List).



Community Emergency Management Coordinator **(CEMC) Designate**

Every municipality is required to designate an Emergency Management Program Coordinator, otherwise referred to as a Community Emergency Management Coordinator (CEMC). This CEMC is also required to complete certain training, within one year of designation as CEMC.

References

O Reg 380/04 states:

Emergency management program co-ordinator

10. (1) Every municipality shall designate an employee of the municipality or a member of the council as its emergency management program co-ordinator.

(2) The emergency management program co-ordinator shall complete the training that is required by the Chief, Emergency Management Ontario.

(3) The emergency management program co-ordinator shall co-ordinate the development and implementation of the municipality's emergency management program within the municipality and shall co-ordinate the municipality's emergency management program in so far as possible with the emergency management programs of other municipalities, of ministries of the Ontario government and of organizations outside government that are involved in emergency management.

(4) The emergency management program co-ordinator shall report to the municipality's emergency management program committee on his or her work under subsection (3).

Further, section 1 of the EMCPA defines "employee of a municipality" as:

"employee of a municipality" means an employee as defined in section 278 of the Municipal Act, 2001 or a designated employee as defined in section 217 of the City of Toronto Act, 2006, as the case may be; ("employé municipal").

The section of the Municipal Act, 2001, referenced above states:

278. (1) In sections 279, 280 and 282,

“employee” means any salaried officer, or any other person in the employ of the municipality or of a local board and includes,

(a) a member of the police force of the municipality,

1 In this section Minister refers to the Minister of Municipal Affairs.

Similarly, the City of Toronto Act, 2006, states:

“designated employee” means any salaried officer, or any other person in the employ of the City or of a local board (extended definition) of the City and includes,

(a) a member of the city police force,

(b) persons that provide their services on behalf of the City without remuneration, exclusive of reimbursement of expenses or honoraria, if city council has passed a by-law designating such persons or classes of persons as designated employees for the purposes of this section, and

(c) any other person or class of persons designated as a designated employee by the Minister of Municipal Affairs and Housing; (“employé désigné”).

Regarding the CEMC training requirements, on 2017-01-09 the Fire Marshal and Chief, Emergency Management Ontario issued a guidance document that stated:

Municipal emergency management program coordinators, as designated by their municipality under O Reg 380/04 s. 10 (1), will complete the following courses offered by the OFMEM, within one year of their appointment as emergency management program coordinator.

- *EM 200 – Basic Emergency Management*
- *EM 300 – Community Emergency Management Coordinator Course*
- *IMS 100 – Introduction to Incident Management System (available online)*
- *IMS 200 – Basic Incident Management System*

Emergency management program coordinators that have already completed this training will not be required to repeat it.

Interpretation and Verification Requirements

The EMPCA specifies that the CEMC be an employee of the municipality as defined by the Municipal Act, 2001, or the City of Toronto Act, 2006, as referenced above. We have considered this definition in two particular circumstances:

- Volunteers – As long as the municipality has either passed a by-law which designates the individual as a municipal employee, or have passed a by-law which designates a volunteer group (e.g. a Volunteer Fire Service) that the individual is a member of, as municipal employees, this individual can be appointed as the CEMC; and
- Consultants – As a consultant is not a municipal employee, a consultant may not be appointed as a CEMC.

To verify compliance with these requirements of the EMCPA, OFMEM requests a properly completed and signed Form 4-1 (attached), whenever a new CEMC is appointed, along with verification that the appointed CEMC has completed the required training within one year of designation. It is not necessary for a Form 4-1 to be submitted annually; only when there is a new CEMC designated.

The Town of Fort Frances Community Emergency Management Coordinator is:
Tyler Moffitt, Fire Chief/CEMC.

The Alternate Community Emergency Management Coordinators are:
Patrick Briere, MLEO/Alternate CEMC/PIO.



Municipal Emergency Management Program

Municipality of FORT FRANCES

Designation TOWN

Region/District RAINY RIVER DISTRICT

Published March 2018

Revised March 2022

TOWN OF FORT FRANCES EMERGENCY MANAGEMENT PROGRAM

The Emergency Management and Civil Protection Act, R.S.O. 1990, c.E.9, as amended and its associated regulations and standards, requires the implementation of a mandatory emergency management program by all Ontario Municipalities.

The Emergency Management Program shall consist of the following:

- Designation of a Community Emergency Management Coordinator (CEMC);
- Formation of a Municipal Emergency Management Program Committee;
- Publication of an appropriate Emergency Operations Centre (EOC);
- Development of an appropriate Emergency Response Capability;
- Conduct annual training and exercises for the MECG and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
- Development and Implementation of a Public Awareness Program & Education on risks to public safety and preparedness for emergencies;
- Identification of individuals to act as Emergency Information Officers;
- Conduct an Annual Review of the Emergency Management Program.

MISSION/GOAL

The mission of the Town of Fort Frances MECG is to provide the highest level of emergency preparedness to the visitors and citizens of Fort Frances. Our goal is to save lives, protect property and the environment through prevention, mitigation, preparedness, response and recovery actions.

Prevention – Actions taken to prevent an emergency or disaster.

Mitigation – Actions taken to reduce the effects of an emergency or disaster.

Preparedness – Actions taken prior to an emergency or disaster to ensure an effective response. These actions include the formulation of an emergency response plan, training, exercises and public awareness and education.

Response – Actions taken to respond to an emergency or disaster.

Recovery – Actions taken to recover from an emergency or disaster and to return the Town of Fort Frances or the affected area back to normal after an emergency or disaster.

MEMBERS OF THE EMERGENCY MANAGEMENT PROGRAM COMMITTEE

The emergency management program committee acts as an advisory committee to the MECG and its advisory & support members. The program committee guides the development, implementation and maintenance of the Town of Fort Frances Emergency Management Program. The formation of this committee is a key organizational step towards making the emergency management process work at the local level.

The Committee is chaired by the Town Administrator and is composed of the following positions:

- Mayor
- Deputy Mayor
- Town Administrator
- Fire Chief/CEMC
- Alternate CEMC/PIO
- Manager of Operations and Facilities
- Emergency Information Officer
- Chief Building Official
- Treasurer

The emergency management program chair and committee members are approved by Municipal By-Law by the Mayor & Council of the Town of Fort Frances.



Public Information Officer Designate

Every municipality must designate an employee of the municipality as its EIO, who acts as the primary media and public contact for the municipality in an emergency.

References

O. Reg 380/04, Para 14 states:

Public information officer

14. (1) Every municipality shall designate an employee of the municipality as its public information officer.

(2) The public information officer shall act as the primary media and public contact for the municipality in an emergency.

Interpretation and Verification Requirements

The designated PIO must be an employee of the municipality. It is the responsibility of the municipality to ensure that the designated PIO is an employee of the municipality, as defined in the Municipal Act, 2001 (refer to section 1 of this guide).

Therefore, in order to verify compliance with the EMCPA regarding the designation of a municipal PIO, OFMEM requests the name and contact information of the designated PIO.

The Town of Fort Frances Public Information Officer is:

Patrick Briere, MLEO/Alternate CEMC/PIO

The Alternate Public Information Officer is:

Alyssa Hansma, HR Manager



Hazard Identification & Risk Assessment (HIRA)

Municipality of	FORT FRANCES
Designation	TOWN
Region/District	RAINY RIVER DISTRICT
Published	May 2021
Reviewed	March 2022

Introduction

Why Should I Have a HIRA?

One of the core challenges faced by emergency managers is how to prevent, mitigate, prepare, respond, and recover from different types of hazards.

Several questions must be asked when faced with this challenge:

- What hazards exist in or near my community?
- How frequently do these hazards occur?
- How much damage can they cause?
- Which hazards pose the greatest threat?

This Hazard Identification and Risk Assessment (HIRA) workbook can help guide you in answering these questions.

A HIRA can:

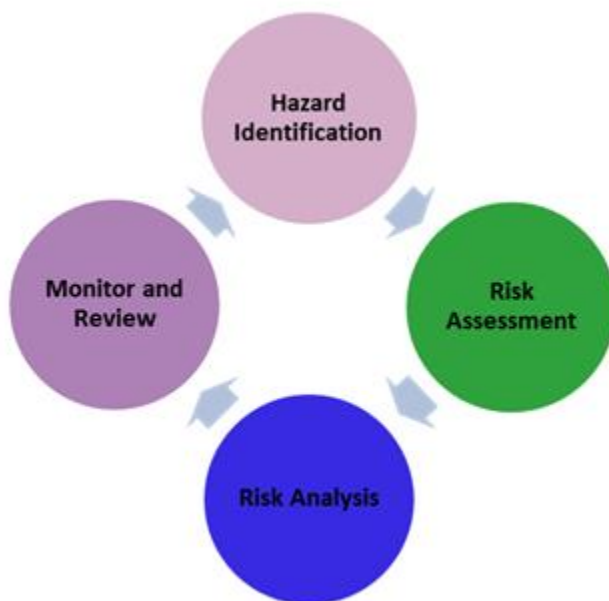
- Help you to prepare for the worst and/or most likely hazards.
- Save time by isolating any hazards which can not affect your community.
- Allows for the creation of emergency plans, exercises and training based on the most likely and/or highest risk scenarios.
- Helps your program to become proactive rather than just reactive.

What is a HIRA?

A HIRA is a risk assessment tool that can be used to assess which hazards pose the greatest risk in terms of how likely they are to occur and how great their potential impact may be. It is not intended to be used as a prediction tool to determine which hazard will cause the next emergency.

The HIRA Process

There are four steps to create and maintain a HIRA:



1) **Hazard Identification** - In this step the hazards that could impact your community are separated from those that cannot. This requires a review of all hazards and their causes to determine whether they may be a threat to your community. This may require the consultation of the scientific community, historical records and government agencies.

2) **Risk Assessment** - In this step the level of risk for each hazard is examined. This may involve speaking with hazard experts, researching past occurrences and possible scenarios. The likelihood of the hazard occurring and the potential impacts of the hazard on people, property, the environment, business and finance and critical infrastructure should be examined.

3) **Risk Analysis** - The information collected in the risk assessment step will be analyzed in this step. The desired outcome of the risk analysis is the ranking of the hazards. This highlights the hazards that should be considered a current priority for your emergency management program.

4) **Monitor and Review** - It is important to remember that a HIRA is an ongoing process and hazards and their associated risks must be monitored and reviewed.

Step One: Hazard Identification Worksheet

The list below is a starting point in identifying hazards. Check all that apply.

	Natural Hazards		Technological Hazards
X	Agricultural and Food Emergency	X	Building/Structural Collapse
X	- Farm Animal Disease	X	Critical Infrastructure Failure
X	- Food Emergency	X	Dam Failure
X	- Plant Disease and Pest Infestation	X	Energy Emergency (Supply)
X	Drinking Water Emergency	X	Explosion/Fire
X	Drought/Low Water	X	Hazardous Materials Incident/Spills
X	Earthquake	X	- Fixed Site Incident
X	Erosion	X	- Transportation Incident
X	Extreme Temperatures	X	Human-Made Space Object Crash
X	- Heat Wave	X	Mine Emergency
X	- Cold Wave		Nuclear Facility Emergency
X	Flood	X	Oil/Natural Gas Emergency
X	- Riverine Flood	X	Radiological Emergency
X	- Seiche	X	Transportation Emergency
X	- Storm Surge	X	- Air Emergency
X	- Urban Flood	X	- Marine Emergency
X	Fog	X	- Rail Emergency
X	Forest/Wildland Fire	X	- Road Emergency
X	Freezing Rain		Human-Caused Hazards
	Geomagnetic Storm	X	Civil Disorder
X	Hail	X	Cyber Attack
X	Human Health Emergency	X	Sabotage
X	- Epidemic	X	Special Event
X	- Pandemic	X	Terrorism/CBRNE
	Hurricane	x	War and International Emergency
X	Land Subsidence	Other:	
X	Landslide	Other:	
X	Lightning	Other:	
X	Natural Space Object Crash	Other:	
X	Snowstorm/Blizzard	Other:	
X	Tornado	Other:	
X	Windstorm	Other:	

Step Two: Risk Assessment

Risk Assessment - Frequency

How likely is it that your community could be impacted by the hazards you identified in the previous step?

The sources used for your hazard identification can also be used for assessing the frequency and magnitude. Once you have collected information on the frequency of each of the hazards, they can be grouped into the categories below:

Frequency	Category	Percent Chance	Description
1	Rare	Less than a 1% chance of occurrence in any year.	Hazards with return periods >100 years.
2	Very Unlikely	Between a 1- 2% chance of occurrence in any year.	Occurs every 50 – 100 years and includes hazards that have not occurred but are reported to be more likely to occur in the near future.
3	Unlikely	Between a 2 – 10% chance of occurrence in any year.	Occurs every 20 – 50 years
4	Probable	Between a 10 – 50% chance of occurrence in any year.	Occurs every 5 – 20 years
5	Likely	Between a 50 – 100% chance of occurrence in any year.	Occurs >5 years.
6	Almost Certain	100% chance of occurrence in any year.	The hazard occurs annually.

Example: The hazards for the imaginary community of Trillium were identified as being floods, explosions and earthquakes. The Trillium historical record shows that there have been floods every year. The Fire Chief said that explosions happen every five years or so. A local professor said that there has not been a strong earthquake in the history of the area, but one may be possible. The frequency table for Trillium would look like:

Hazard	Category	Frequency	Notes
Flood	Almost Certain	6	Flooding from ice break-up in the spring occurs annually. Urban flooding during heavy rain also occurs in some areas during the summer.
Explosion	Likely	5	Explosions occur within the community at least once every five years.
Earthquake	Rare	1	Trillium is in a stable geologic area and has not experienced an earthquake in >100 years.

Table 3. Frequency Worksheet

Use the work sheet below to record the frequency of the hazards that could affect your community. Print additional sheets if needed.

Hazard	Category	Frequency	Notes
Agricultural & Food Emergency Farm Animal Disease	3	Unlikely	Rainy River District has the majority of farms and not a main source for food supply.
Agricultural & Food Emergency Food Emergency	4	Probable	Being isolated has effects on shipping supply of food to District.
Agricultural & Food Emergency Plant Disease & Pest Infestation	1	Rare	
Drinking Water Emergency	1	Rare	
Drought/Low Water	1	Rare	Rainy Lake is the water basin for watershed and is controlled by IJC, MNRF, H2O Power and monitored on a 24/7 basis.
Erosion	3	Unlikely	2002, 2014 high waters (Floods) have had an impact on erosion to lands surrounding communities. Rock work completed in 2014 has secured a large area of land, but there remain some vulnerable areas.
Extreme Temperatures Heat Wave	4	Probable	
Extreme temperatures Cold Wave	4	Probable	
Flood	4	Probable	
Fog	3	Unlikely	
Forest/Wildland Fire	5	Likely	
Freezing Rain	5	Likely	
Hail	5	Likely	
Human Health Emergency Epidemic	4	Probable	
Human Health Emergency Pandemic	4	Probable	Influenza & COVID-19 Pandemics were the most recent incidents that affected our community
Land Subsidence	3	Unlikely	
Lightening	5	Likely	

Snowstorm/Blizzard	5	Likely	
Tornado	4	Probable	
Windstorm	4	Likely	
Building/Structural Collapse	3	Unlikely	
Critical Infrastructure Failure	1	Rare	
Dam Failure	1	Rare	
Energy Emergency (Supply)	4	Probable	
Explosion/Fire	4	Probable	
Hazardous Materials Incidents/Spills Fixed Site Incident	4	Probable	
Hazardous Materials Incidents/Spills Transportation Emergency	4	Probable	
Oil/Gas Emergency	4	Probable	
Transportation Emergency Air Emergency	2	Very Unlikely	
Transportation Emergency Marine Emergency	4	Probable	
Transportation Emergency Rail Emergency	5	Likely	
Transportation Emergency Road Emergency	5	Likely	
Civil Disorder	3	Unlikely	
Cyber Attack	4	Probable	
Sabotage	1	Rare	
Terrorism/CBRNE	1	Rare	
War & International Emergency	1	Rare	
Mine Emergency	3	Unlikely	Mines are located throughout District. No direct effects to Fort Frances, but we would act as a resource/support to any incident as the main Community Hub in the District.

Risk Assessment – Consequence

Consequence is divided into six categories based on recommended practices:

Social Impacts - The direct negative consequences of a hazard on the physical health of people.

Property Damage - The direct negative consequences of a hazard on buildings, structures and other forms of property, such as crops.

Critical Infrastructure Service Disruptions/Impact - The negative consequences of a hazard on the interdependent, interactive, interconnected networks of institutions, services, systems and processes that meet vital human needs, sustain the economy, protect public safety and security, and maintain continuity of and confidence in government.

Environmental Damage - The negative consequences of a hazard on the environment, including the soil, water, air and/or plants and animals.

Business/Financial Impact - The negative economic consequences of a hazard.

Psychosocial Impacts - The negative response of community or a subset of the community to a hazard caused by their perception of risk. This includes human responses such as self-evacuation, mass panic and other potential undesirable responses.

The total consequence value can be obtained by adding the values obtained from each of the sub variables. Note: The social impacts sub variable is further divided into the fatality rate, injury rate and evacuation rate. Since human impacts are often the most 'jarring' result of an emergency and have an unquantifiable impact on the community, social impact was intentionally weighted higher than the other sub variables.

The magnitude categories in this HIRA methodology are a scale of impact, rather than a prioritization. **The same value in two categories does not mean that the consequences of the two are equal and interchangeable.**

Consequence Variables

Fatalities		
Consequence	Category	Description
0	None	Not likely to result in fatalities within the community.
1	Minor	Could result in fewer than five fatalities within the community.
2	Moderate	Could result in 5 – 10 fatalities within the community.
3	Severe	Could result in 10 – 50 fatalities within the community.
4	Catastrophic	Could result in +50 fatalities within the community.

Injuries		
Consequence	Category	Description
0	None	Not likely to result in injuries within the community.
1	Minor	Could injure fewer than 25 people within community.
2	Moderate	Could injure 25 – 100 people within the community.
3	Severe	Could injure +100 people within the community.

Evacuation		
Consequence	Category	Description
0	None	Not likely to result in an evacuation shelter-in-place orders, or people stranded.
1	Minor	Could result in fewer than 100 people being evacuated, sheltered-in-place or stranded.
2	Moderate	Could result in 100 - 500 people being evacuated, sheltered-in-place or stranded.

3	Severe	Could result in more than 500 people being evacuated, sheltered-in-place or stranded.
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Property Damage		
Consequence	Category	Description
0	None	Not likely to result in property damage within the community.
1	Minor	Could cause minor and mostly cosmetic damage.
2	Moderate	Localized severe damage (a few buildings destroyed).
3	Severe	Widespread severe damage (many buildings destroyed).

Critical Infrastructure Service Impact (CI)		
Consequence	Category	Description
0	None	Not likely to disrupt critical infrastructure services.
1	Minor	Could disrupt 1 critical infrastructure service.
2	Moderate	Could disrupt 2 – 3 critical infrastructure services.
3	Severe	Could disrupt more than 3 critical infrastructure services.

Environmental Damage		
Consequence	Category	Description
0	None	Not likely to result in environmental damage.
1	Minor	Could cause localized and reversible damage. Quick clean up possible.
2	Moderate	Could cause major but reversible damage. Full clean up difficult.
3	Severe	Could cause severe and irreversible environmental damage. Full clean up not possible.

Business/Financial Impact		
Consequence	Category	Description
0	None	Not likely to disrupt business/financial activities.
1	Moderate	Could result in losses for a few businesses.
2	Severe	Could result in losses for an industry.

Psychosocial Impact		
Consequence	Category	Description
0	None	Not likely to result in significant psychosocial impacts.
1	Moderate	Significant psychosocial impacts including limited panic, hoarding, self-evacuation and long-term psychosocial impacts.
2	Severe	Widespread psychosocial impacts, e.g. mass panic, widespread hoarding and self-evacuation and long-term psychological impacts.

Example: To calculate the consequence for floods in Trillium, the emergency manager used historic accounts, insurance reports and scientific information. This information showed that flooding in Trillium is likely to result in an evacuation of approximately 200 people and that severe property damage was to be expected. The emergency manager also found that during many past floods, roads were not accessible, several businesses had to be closed and there was isolated environmental damage due to erosion along the bank of the river.

Therefore, the magnitude worksheet section for floods would look like:

Social Impacts	Property Damage	Critical Infrastructure Impact	Environmental Damage	Business/Financial Impact	Psycho-social Impact	Sub-variable Total
2	3	1	2	1	0	9

Table 10. Consequence Worksheet

Hazard	Fatalities	Injuries	Evacuation	Property Damage	CI Impact	Environmental Damage	Business/ Financial Impact	Psycho - social Impact	Total
Agricultural & Food Emergency Farm Animal Disease	0	0	0	0	0	1	2	0	3
Agricultural & Food Emergency Food Emergency	0	0	0	0	2	0	2	2	6
Agricultural & Food Emergency Plant Disease & Pest Infestation	0	0	1	1	1	1	1	1	6
Drinking Water Emergency	1	1	1	1	3	0	1	2	10
Drought/Low Water	0	0	0	1	1	1	1	1	5
Erosion	0	1	0	1	0	2	0	1	5
Extreme Temperatures Heat Wave	1	3	0	1	0	1	1	2	9
Extreme Temperatures Cold Wave	1	3	0	1	0	1	1	2	9
Flood	0	1	1	2	2	2	1	2	11
Fog	0	0	0	0	0	1	0	0	1
Forest/ Wildland Fires	0	1	3	2	1	2	1	2	12
Freezing Rain	0	1	0	2	1	1	1	2	8
Hail	0	1	0	2	1	1	1	1	7
Human Health Emergency Epidemic	1	2	1	0	1	0	2	2	9
Human Health Emergency Pandemic	1	2	1	0	1	0	2	2	9

Land Subsidence	0	1	1	2	1	2	1	2	10
Lightening	0	0	1	1	0	0	1	1	4
Snowstorm/ Blizzard	1	2	2	2	1	2	2	2	14
Tornado	1	2	2	2	2	2	2	2	15
Windstorm	0	1	0	1	1	1	1	1	6
Building/ Structural Collapse	1	1	1	2	0	1	0	0	6
Critical Infrastructure Failure	0	1	1	1	2	1	2	2	10
Dam Failure	0	1	1	2	1	2	1	2	10
Energy Emergency (Supply)	0	0	3	0	3	0	2	2	10
Explosion/ Fire	1	2	1	2	1	1	1	2	11
Hazardous Materials Incidents/ Spills Fixed Site Incident	1	2	2	1	1	2	1	2	12
Hazardous Materials Incidents/ Spills Transportation Emergency	1	1	2	1	1	2	1	2	11
Oil/Gas Emergency	0	1	3	1	1	0	2	2	10
Transportation Emergency Air Emergency	1	2	1	2	1	1	1	2	11
Transportation Emergency Marine Emergency	1	2	0	1	1	1	0	0	6
Transportation Emergency Road Emergency	1	2	0	1	1	1	1	1	8
Transportation Emergency Rail Emergency	1	2	2	1	1	2	2	2	13
Civil Disorder	1	2	1	3	2	2	2	2	15

Cyber Attack	0	0	0	1	3	0	2	2	8
Sabotage	1	2	0	1	1	0	1	1	7
Terrorism/ CBRNE	3	3	2	3	3	2	2	2	20
War & International Emergency	1	1	1	2	1	1	1	2	10
Mine Emergency	1	1	0	0	0	0	1	2	5

Total Consequence

Once the consequence values have been added up, they are put into groups as shown in the table below.

This gives equal weight to Consequence and Frequency.

Sub variable Total	Consequence	Description
1 - 4	1	Minor
5- 6	2	Slight
7- 8	3	Moderate
9 - 10	4	Severe
11 - 12	5	Very Severe
+13	6	Catastrophic

Example: The emergency manager of Trillium calculated a total of 9 for floods as shown on page 10. According to the table, this would mean that flood has a consequence of 4 which is described as 'severe'.

Table 12. Total Consequence Worksheet

Hazard	Sub Variable Total	Consequence Total	Description
Agricultural & Food Emergency Farm Animal Disease	3	1	
Agricultural & Food Emergency Food Emergency	6	2	
Agricultural & Food Emergency Plant Disease & Pest Infestation	6	2	
Drinking Water Emergency	10	4	
Drought/Low Water	5	2	
Erosion	5	2	
Extreme Temperatures Heat Wave	9	4	
Extreme Temperatures Cold Wave	9	4	
Flood	11	5	
Fog	1	1	
Forest/Wildland Fires	12	5	
Freezing Rain	8	3	
Hail	7	3	
Human Health Emergency Epidemic	9	4	
Human Health Emergency Pandemic	9	4	
Land Subsidence	10	4	
Lightening	4	1	
Snowstorm/Blizzard	14	6	
Tornado	15	6	
Windstorm	6	2	
Building/Structural Collapse	6	2	
Critical Infrastructure Failure	10	4	

Dam Failure	10	4	
Energy Emergency (Supply)	10	4	
Explosion/Fire	11	5	
Hazardous Materials Incident Fixed Site Incident	12	5	
Hazardous Materials Incident Transportation Emergency	11	5	
Oil & Gas Emergency	10	4	
Transportation Emergency Air Emergency	11	5	
Transportation Emergency Marine Emergency	6	2	
Transportation Emergency Road Emergency	8	3	
Transportation Emergency Rail Emergency	13	6	
Civil Disorder	15	6	
Cyber Attack	8	2	
Sabotage	7	3	
Terrorism/CBRNE	20	6	
War & International Emergency	10	4	
Mine Emergency	10	4	

Changing Risk

The frequency and consequence can be influenced by factors such as mitigation actions and climate change. Changing Risk helps to account for these changes.

Changing Risk = Change in Frequency + Change in Vulnerability

Changing Risk can be calculated by answering the questions below for each hazard:

Change in Frequency

1. Is the number of non-emergency occurrences of the hazard increasing?
2. Is human activity (e.g. population growth, change of drainage patterns) likely to lead to more interaction with the hazard or an increase in frequency?
3. Is there an environmental reason (e.g. climate change) why the frequency of this hazard may increase?
4. Are human factors such as business, financial, international practices more likely to increase the risk?

If the answer is 'yes' to two or more, then the change in frequency = 2

If the answer is 'yes' to one or fewer then the change in frequency = 1

Change in Vulnerability

1. Is a large number of the population vulnerable or is the number of people vulnerable to this hazard increasing?
2. Does critical infrastructure reliance or a 'just-on-time' delivery system (e.g. stores not keeping a supply of food and relying on frequent shipments) make the population more vulnerable?
3. Are response agencies not aware of, practiced and prepared to response to this hazard?

Are no prevention/mitigation measures currently in use for this hazard?

If the answer is 'yes' to two or more, then the change in vulnerability = 2

If the answer is 'yes' to one or fewer then the change in vulnerability = 1

Table 13. Changing Risk Worksheet

Hazard	Total Change in Frequency	Total Change in Vulnerability	Changing Risk Total
Agricultural & Food Emergency Farm Animal Disease	1	2	3
Agricultural & Food Emergency Food Emergency	2	2	4
Agricultural & Food Emergency Plant Disease & Pest Infestation	1	1	2
Drinking Water Emergency	2	2	4
Drought/Low Water	1	1	2
Erosion	1	2	3
Extreme Temperatures Heat Wave	2	2	4
Extreme Temperatures Cold Wave	2	2	4
Flood	2	1	3
Fog	1	1	2
Forest/Wildland Fire	2	2	4
Freezing Rain	2	1	3
Hail	2	1	3
Human Health Emergency Epidemic	2	2	4
Human Health Emergency Pandemic	2	2	4
Dam Failure	1	2	3

Land Subsidence	1	1	2
Lightening	1	1	2
Snowstorm/Blizzard	2	2	4
Tornado	2	2	4
Windstorm	2	1	3
Building/Structural Collapse	1	1	
Critical Infrastructure Failure	2	2	4
Energy Emergency (Supply)	2	2	4 ¹
Explosion/Fire	2	2	4
Hazardous Materials Incident Fixed Site Incident	2	2	4
Hazardous Materials Incident Transportation Emergency	2	2	4
Oil & Gas Emergency	2	2	4
Transportation Emergency Air Emergency	1	1	2
Transportation Emergency Marine Emergency	1	2	3
Transportation Emergency Road Emergency	1	2	3
Transportation Emergency Rail Emergency	2	2	4
Civil Disorder	1	2	3
Cyber Attack	2	2	4
Sabotage	1	1	2
Terrorism/CBRNE	2	2	4
War & International Emergency	1	2	3
Mine Emergency	1	2	3

Step Three: Risk Analysis

Once you have completed the Frequency, Magnitude and Changing Risk Work Sheets, you can now begin to prioritize your hazards by using the HIRA equation:

$$\text{Risk} = \text{Frequency} * \text{Consequence} * \text{Changing Risk}$$

Example: The Emergency Manager of Trillium found a frequency value of 6, a total consequence value of 4 and a changing risk value of 4 for floods. These numbers were entered into the equation and multiplied together. The result was:

$$\text{Flood Risk} = 6 * 4 * 4 = 96$$

Table 14. Risk Analysis Worksheet

Hazard	Frequency	Magnitude	Changing Risk	Risk Total
Agricultural & Food Emergency Farm Animal Disease	3	1	3	6
Agricultural & Food Emergency Food Emergency	4	2	4	12
Agricultural & Food Emergency Plant Disease & Pest Infestation	1	2	2	4
Drinking Water Emergency	1	4	4	8
Drought/Low Water	1	2	2	4
Erosion	3	2	3	9
Extreme Temperatures Heat Wave	4	4	4	20
Extreme Temperatures Cold Wave	4	4	4	20
Flood	4	5	3	23
Fog	3	1	2	5
Forest/Wildland Fires	5	5	4	29
Freezing Rain	5	3	3	18
Hail	5	3	3	18
Human Health Emergency Epidemic	4	4	4	20
Human Health Emergency Pandemic	4	4	4	20
Land Subsidence	3	4	2	14
Lightening	5	1	2	7
Snowstorm/Blizzard	5	6	4	34

Tornado	4	6	4	28
Windstorm	4	2	3	11
Building/Structural Collapse	3	2	1	7
Critical Infrastructure Failure	1	4	4	8
Dam Failure	1	4	3	7
Energy Emergency (Supply)	4	4	4	20
Explosion/Fire	4	5	4	24
Hazardous Materials Incident Fixed Site Incident	4	5	4	24
Hazardous Materials Incident Transportation Emergency	4	5	4	24
Oil & Gas Emergency	4	4	4	20
Transportation Emergency Air Emergency	2	5	2	12
Transportation Emergency Marine Emergency	4	2	3	11
Transportation Emergency Rail Emergency	5	3	4	19
Transportation Emergency Road Emergency	5	6	3	33
Civil Disorder	3	6	3	21
Cyber Attack	4	2	4	12
Sabotage	1	3	2	5
Terrorism/CBNRE	1	6	4	10
War & International Emergency	1	4	3	7
Mine Emergency	3	1	3	6

Table 15. Prioritization Worksheet

Once you have calculated the risk for the hazards, you may wish to group them based on their level of risk using the table below. This is particularly useful if you have several hazards with the same risk values.

Level of Risk	Description
< 10	Very Low
11 - 20	Low
21 - 30	Moderate
31 - 40	High
41 - 50	Very High
>50	Extreme

Enter your hazards into the work sheet below according to their risk which you calculated from the Risk Analysis Worksheet.

Level of Risk	Description	Hazards
>50	Extreme	
41 - 50	Very High	
31 - 40	High	Snowstorm/Blizzard
21 - 30	Moderate	Extreme Temperatures Heat Wave, Cold Wave Flood Forest/Wildland Fires Tornado Explosion/Fire Hazardous Materials Incident Fixed Site Incident, Transportation Emergency Transportation Emergency Road Emergency Civil Disorder

11 - 20	Low	Agricultural & Food Emergency Food Emergency Freezing Rain Hail Human Health Emergency Epidemic, Pandemic Land Subsidence Windstorm Energy Emergency (Supply) Oil & Gas Emergency Transportation Emergency Air Emergency, Marine Emergency, Rail Emergency Cyber Attack
<10	Very Low	Agricultural & Food Emergency Farm Animal Disease, Plant Disease & Pest Infestation Drinking Water Emergency Drought/Low Water Erosion Fog Lightening Building/Structural Collapse Critical Infrastructure Failure Dam Failure Sabotage Terrorism/CBNRE War & International Emergency Mine Emergency

Step Four: Monitor and Review

Hazards and risks may change over time, so it is important to review your HIRA annually.

Date of Current HIRA: May 2021

Date of Next Revision: May 2022

Signature: _____

BRIEFING REPORT

Subject: Council Remuneration & Expenses
Date: 2022-04-25
To: Committee of the Whole
From: Dawn Galusha, Treasurer
File Number: TRE2022-19



As per the Municipal Act, c.25, Section 284, S.O. 2001, attached please find an itemized statement of remuneration and expenses paid to each member of Council in respect to services as a member of Council for 2021.

Also attached are statements of remuneration from the Fort Frances Power Corporation and the Rainy River District Social Services Administration Board for members of Council in 2021.

TOWN OF FORT FRANCES
Council Remuneration & Expenses
2021

2 Expenses - Members of Council
(The Municipal Act, c. 25, Section 283(2), S.O. 2001)

NAME	DATE	PURPOSE	COST	PER DIEM
Caul, June				
		TOTAL	-	0.00
Brunetta, Wendy	16-Jan-21	RRDMA Annual General Meeting - Virtual	-	80.00
	14-Oct-20	NOMA Executive Board (2020 exp paid in 2021)	-	80.00
	17-Mar-21	NOMA Executive Board	-	80.00
	Apr 28-30, 2021	NOMA Executive Board, Conference & AGM	-	400.00
	23-Jun-21	NOMA Executive Board	-	80.00
	11-Aug-21	NOMA Executive Board	-	80.00
	Oct 6-7, 2021	NOMA Executive Board & Strategic Planning	-	320.00
		TOTAL	-	1,120.00
McTaggart, John	Apr 28-30, 2021	NOMA Conference & AGM	-	320.00
		TOTAL	-	320.00
Halikas, Andrew				
		TOTAL	-	0.00
Judson, Douglas	16-Jan-21	RRDMA Annual General Meeting - Virtual	-	80.00
	Apr 28-30, 2021	NOMA Conference & AGM	-	320.00
		TOTAL	-	400.00
Behan, Michael	Apr 28-30, 2021	NOMA Conference & AGM	-	320.00
	Aug 16-18, 2021	AMO 2021 Conference	-	480.00
		TOTAL	-	800.00
Wiedenhoeft, Rick	16-Jan-21	RRDMA Annual General Meeting - Virtual	-	80.00
	Apr 28-30, 2021	NOMA Conference & AGM	-	320.00
		TOTAL	-	400.00

TOWN OF FORT FRANCES
Council Remuneration & Expenses
2021

NAME	BASE SALARY	GROSS SALARY	CONFERENCE EXPENSES	TOTAL EXPENSE & REMUNERATION
Caul, June per diems Police Services	28,211.82 - 1,850.00	30,061.82	-	30,061.82
Brunetta, Wendy per diems	14,719.38 1,120.00	15,839.38	-	15,839.38
McTaggart, John per diems Police Services Pay	14,719.38 320.00 2,030.00	17,069.38	-	17,069.38
Halikas, Andrew per diems	16,558.62 -	16,558.62	-	16,558.62
Judson, Douglas per diems	14,719.38 400.00	15,119.38	-	15,119.38
Behan, Michael per diems	14,719.38 800.00	15,519.38	-	15,519.38
Wiedenhoeft, Rick per diems	14,719.38 400.00	15,119.38	-	15,119.38
Hamilton, Linda Police Service Pay	1,850.00	1,850.00		1,850.00
Rogozinski, Gary Police Service Pay	1,850.00	1,850.00		1,850.00
Total		128,987.34	0.00	128,987.34



March 31, 2022

Ms. Dawn Galusha
Town of Fort Frances
320 Portage Ave
Fort Frances, ON P9A 3P9

Re: 2021 Remuneration of Board Member

Please find below an itemized Statement of Remuneration and Expenses for the board member representing your Municipality on the Fort Frances Power Corporation's Board:

Board Member: June Caul

Total Remuneration: \$4,802.20

If you have any questions regarding this statement, please do not hesitate to contact me at 807-274-9291 extension 2102 or by email mtrivers@ffpc.ca.

Sincerely,

Marah Trivers

Marah Trivers
Finance and Regulatory Officer



Rainy River District Social Services Administration Board

450 Scott Street
Fort Frances, ON
P9A 1H2

Ph: (807) 274-5349
Fax: (807) 274-0678
Toll Free: 1-800-265-5349

• Children's Services • Land Ambulance • Ontario Works • Social Housing

April 1, 2022

Ms. Dawn Galusha
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9

Dear Dawn,

RE: 2021 Remuneration of Board Member

Please find below an itemized Statement of Remuneration and Expenses for the board member representing your Municipality on the Rainy River District Social Services Administration Board:

Board Member: **Andrew Hallikas**

Honorarium	\$3,150.00
Per Diem	0.00
Travel & Training	228.96
Mileage	<u>0.00</u>

Total Remuneration \$3,378.96

If you have any questions regarding this statement, please do not hesitate to contact me at 807-274-5349 extension 245 or by e-mail at leluik@rrdssab.on.ca.

Sincerely,

for Leanne Eluik, CPA, CGA
Director of Finance & Asset Management

/jp

cc. Board Files

ADMINISTRATIVE REPORT

Subject: Sunny Cove Camp - RFP
Date: 2022-04-25
To: Committee of the Whole
From: Faisal Anwar, CAO
File Number:



ISSUE

- (1) Obtain Council's input that can be incorporated in the Request for Proposal (RFP) for the Sunny Cove Camp.

ADMINISTRATIVE RECOMMENDATION

It is the recommendation of Administration:

THAT Council of the Town of Fort Frances requested to be consulted with respect to the previously authorized issuance of a Request for Proposal to lease the Sunny Cove Camp property; and

FURTHER THAT Council provides its input, and vision relating to the service level for the Sunny Cove Camp operation to be incorporated in a Request for Proposal.

STRATEGIC IMPACT

- *Objective 13. Maintain / Enhance Levels of Service*

OPTIONS & ALTERNATIVES

- (1) Council provides another direction to administration.

HISTORY

In 2009 the Council at the time entered into an agreement to Purchase Kiwanis Sunny Cove Camp from the local Kiwanis Club. The Club was unable to continue to operate the camp due to the increasing costs and new drinking water requirements coming into effect.

The Town agreed to operate Sunny Cove Camp within the rules set out in the agreement with the Kiwanis Club. The Town has in the past used Sunny Cove as a part of its summer programming with overnight camps. Due to staffing concerns and ESA regulations, it is no longer feasible for the Town to offer programming at Sunny Cove.

In the regular meeting of Council on July 13, 2020, RFP No. 20-CS-05 was awarded to Emo-Devlin United Church Group to enter a multi-year lease agreement to run the Sunny Cove Camp. Due to the COVID pandemic and the nature of the camp, there had been several setbacks in finalizing a lease for the property.

SUNNY COVE CAMP - RFP

In the regular meeting of Council on April 11, 2022, the withdrawal of Emo-Devlin Church Group's proposal to lease the Sunny Cove Camp was accepted, and administration was authorized to issue a new RFP.

ANALYSIS

The administration had already consulted Kiwanis Club regarding the use of the property and will incorporate their input in the RFP.

The purpose of this report is to obtain Council's perspective on the vision of this property which will determine its use, sustainability, and the services that could be offered to the citizens by the lessee/operator of the Sunny Cove Camp.

CONSULTATION

- Kiwanis Club

SUPPORTING DOCUMENTS

- (1) N/A



Ministry of the Solicitor General

Office of the Fire Marshal and
Emergency Management

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tel: 647-329-1100
Fax: 647-329-1143

Ministère du Solliciteur général

Bureau du commissaire des incendies
et de la gestion des situations
d'urgence

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tél. : 647-329-1100
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March 31, 2022

Your Worship June Caul
Town of Fort Frances
320 Portage Ave.
Fort Frances, ON P9A3P9

Dear Mayor June Caul:

As the Chief of Emergency Management for Ontario, it is incumbent on me to monitor, coordinate and assist municipalities with their respective municipal emergency management programs in accordance with the Emergency Management and Civil Protection Act (EMCPA). To confirm municipalities are in compliance with the EMCPA, every municipality in Ontario submits a compliance package to Emergency Management Ontario on a yearly basis.

Emergency Management Ontario (EMO) has reviewed the documentation submitted by your Community Emergency Management Coordinator (CEMC) and have determined that your municipality was compliant with the EMCPA in 2021.

The safety of all our citizens is important, and one way to ensure that safety is to ensure that your municipality is prepared in case of an emergency. We congratulate you on your municipality's efforts in achieving compliance in 2021. I look forward to continuing to work with you to support your continued compliance on an ongoing basis.

If you have any questions or concerns about this letter, please contact our Emergency Management Field Officer assigned to your Sector; their contact information is below.

Name: Greg Bartlett
Email: greg.bartlett@ontario.ca
Phone: 807-630-5174

Sincerely,

Teepu Khawja
Assistant Deputy Minister and Chief, Emergency Management

cc: Tyler Moffitt - CEMC
Greg Bartlett - Field Officer - Amethyst Sector