



REGULAR COUNCIL MEETING AGENDA

May 9, 2022 5:30 PM

MEETING - Council Chambers , Civic Centre

Session No. 092

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 807-701-5975,,69055296#](#) Canada, Thunder Bay

Phone Conference ID: 690 552 96#

Page

1. COUNCIL MEETING

to immediately follow the Committee of the Whole

- 1.1 Call to Order / Roll Call
- 1.2 Territorial Acknowledgement
- 1.3 Moment of Meditation
- 1.4 Disclosure of pecuniary interest and the general nature thereof.

2. Consent Agenda:

- 2.1 Items Referred from Committee of the Whole

Recommendation: THAT the following Consent items be approved:

1) Committee of the Whole Items 5.2, 5.3, 5.4, 5.5, 5.6, 5.7 and 5.8

2) Council Consent agenda Item 2.2

- 5 - 8 2.2 CORR: Northwestern Ontario Sports Hall of Fame Annual Membership and Fundraising Campaign

Recommendation: THAT the correspondence received from Northwestern Ontario Sports Hall of Fame be referred to the Administration and Finance Executive Committee for a recommendation

3. Approval of Council Minutes: *

- 9 - 13 3.1 Regular Council meeting Minutes Session No. 091 April 25, 2022

Recommendation: THAT the minutes of the Council meeting Session No. 091 dated April 25, 2022 having been typed and distributed be approved

4. Approval of Committee of the Whole Minutes: *

- 14 - 16 4.1 Committee of the Whole meeting Minutes Session No. 098 April 25, 2022
- Recommendation:** THAT the report of Committee of the Whole being Session No. 098 dated April 25, 2022 having been typed and distributed be approved

5. Resolutions from tonight's Committee of the Whole meeting

- 17 5.1 357/358 Application for Tax Adjustment- 427 Mowat Ave
- Recommendation:** Approval of this report will agree with the recommendation of the Administration & Finance Executive Committee that the Council approve the adjustment of taxes for September 24, 2021 to December 31, 2021 under Section 357/358 of the Municipal Act for property located at 427 Mowat Ave.
- 18 - 25 5.2 Chief Administrative Officer Performance Appraisal
- Recommendation:** THAT approval of this report will agree with the agree with the recommendation of Administration to implement the Chief Administrative Officer Performance Appraisal Policy as drafted
AND THAT a By-Law be brought forward for approval.
- 26 - 27 5.3 Award of Tender 2022-OF-06
- Recommendation:** THAT approval of this report will agree with the recommendation of Administration, THAT Tender 2022-OF-06 for the Supply and Installation of new Sport Flooring at the Fort Frances Memorial Sports Centre and Emo-Lavallee Arena be awarded to Caliber Sport Systems Inc.
FURTHER THAT a by-law be prepared authorizing Mayor and Clerk to sign the agreement on behalf of the corporation.
- 28 - 29 5.4 By-Law Enforcement Officer
- Recommendation:** THAT Council direct the necessary by-law to be drafted, appointing successful applicant, Mark Bridge, as By-Law Enforcement Officer.
FURTHER THAT Council direct the necessary by-law be drafted, appointing successful applicant, Mark Bridge, as Municipal Weed Inspector.

6. By-Laws:

- 6.1 By-Laws to be enacted:
- THAT the following by-laws be introduced, read, and finally passed, signed by the Mayor and the Clerk, sealed with the Corporate Seal and become law forthwith:
- 30 - 47 6.2 By-Law 32-22
- By-Law XX-22 being a By-Law to authorize execution of a site plan control agreement as a condition of development with Friesen Five Inc. (o/a Newfort Developments) - The Planning Act, Section 41

- 48 - 53 6.3 By-Law 46-20C
46-20C being 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
- 54 - 117 6.4 By-Law 33-22 being a By-Law to Approve an Emergency Management Program
- 118 6.5 By-Law 34-22
By-Law 34-22, being a By-law to appoint a Municipal Law Enforcement Officer
- 119 6.6 By-Law35-22
By-Law35-22, being a By-law to appoint Municipal Weed Inspector

7. New Items: None

8. Information Correspondence:

- 120 - 121 8.1 CORR: The Municipality of Mississippi Mills Re: Resolution Ontario Must Build it Right the First Time
- 122 - 123 8.2 CORR: City of Thorold Resolution: Russian Sanctions
- 124 - 126 8.3 CORR: Northwestern Ontario Municipal Association Strategic Plan 2022-2027
- 127 8.4 CORR: Rainy River District Social Services Administration Board - AGM May 19, 2022
- 128 8.5 CORR: NOMA News Release: Gwayakocchigewin Limited Partnership and Hydro One enter into an agreement to advance the Waasigan Transmission Line project
- 129 8.6 CORR: Town of Arnprior Support for Humanitarian Efforts in Ukraine

9. Minutes of Local Boards / Committees:

- 130 9.1 Planning and Development Executive Committee, Session no 21 - 18 April 2022
- 131 - 132 9.2 Administration and Finance Executive Committee, Session no 22 - 19 April 2022
- 133 - 134 9.3 Operations and Facilities Executive Committee, Session 007- 6 April, 2022.

10. In-Camera:

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

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

1. Disposition of Municipal Land - Senior Housing Project

(c) a proposed or pending acquisition or disposition of land by the municipality or local board;

(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the

competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;

2. Review Closed Meeting Minutes of April 25, 2022 (to be approved following the closed session)

10.2 Disposition of Municipal Land – Senior Housing Project

10.3 Review Closed Meeting Minutes of April 25, 2022

11. Public Session Resumes:

12. Resolutions Required as a result of In-Camera discussions:

13. ADJOURNMENT

13.1 The meeting adjourned at _____ p.m.

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

14. * Previously distributed to Council

15. ** Items can be viewed by contacting the Clerk

Northwestern Ontario Sports Hall of Fame

Echoes of Glory

Northwestern Ontario Sports Hall of Fame and Museum

219 May Street South Thunder Bay Ontario P7E 1B5

Phone (807) 622-2852 Fax (807) 622-2736 email: nwsport@tbaytel.net www.nwsportshalloffame.com

"Representing the Districts of Kenora, Rainy River and Thunder Bay"

WINTER/SPRING 2021/2022 Newsletter



Northwestern Ontario Sports Hall of Fame 2021/2022

Board of Directors

Dave Siciliano
President

Kevin Cleghorn
Vice President

Janet Sillman
Secretary

Phil Jarvis
Treasurer / Past President

Trish Allaire
Shannon Harris
Mike Lalonde
Scott Masters
Rob Murphy
Donna Newhouse
Ric Nicholetts
Lou Pero
Dave Pineau
Lawrence Timko

Staff

Diane Imrie
Executive Director

Kathryn (Kate) Dwyer
Curator

Part Time
Judy Gerry

Join Our Team

2022 Membership Drive
Individual: \$25
Family: \$40
Business/Org: \$60

HALL OF FAME HAPPENINGS



Although our facility was forced to close due to COVID-19 regulations, we were able to help with the 2022 Scotties Tournament of Hearts by serving as a curbside pick up spot for volunteer and Future Stars uniforms. We also reunited Heather Houston (skip), Lorraine Lang (third), Diane Adams (second) and Tracy Kennedy (lead) with the trophy that they won in 1988 and 1989. We are once again open to the public and providing programming and hosting events. Thanks to all of our supporters who helped get us through a challenging couple of years.

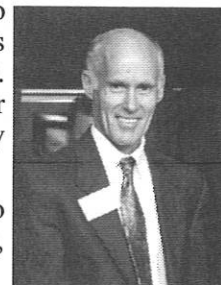
As we look to 2022 we are planning for the return of our annual *Induction Ceremonies*, *Fred Bragnalo Memorial Golf Tournament* and *Heritage Classic Doubles Funspiel*. We are also excited to be introducing an *Art Auction* being hosted by inductee Vern Stenlund and his sister Carol Kajorinne. As in the past, you can also help preserve sports heritage by purchasing/renewing a yearly membership, supporting our 2022 Fame 600 Club Draw, and making a tax-deductible donation. Drop by for a visit, Tuesday to Saturday 12-5.

Names In The News

Staff News: We bid a sad farewell to **Mary Francis Maarup** who moved to southern Ontario and we thank her for continuing to help us out by volunteering her time and talents with our social media activities. Thanks to Superior CVI Co-Op student **Sean Kelly** who updated our NHL listing. Congratulations to Curator **Kate Dwyer** who this February marked 35 years with the SHOF.

A big vote of thanks to retiring Board member **John Garland** who served 26 years as a Director. A member of the Executive since 2000, he held every position, including President, contributing a great deal.

Six of our volunteers recently received *Ontario Volunteer Service Awards*. Congratulations to **Dave Gerry** (25 years), **Marlene Yurick** (10 years), **Rob Murphy** (10 years), **Kevin Cleghorn** (5 years), **Donna Newhouse** (5 years) and **Ric Nicholetts** (5 years). Thanks for your support.



Inductee In Memoriam

Dolly Amadeo ('86)

Jim Antosiak ('06)

Robert Cameron ('83)

Steve Gain ('96)

Frank Gartrell ('92)

Bill Hall ('95)

Bill Hodgson Jr. ('86)

Tom Jones ('88)

Ron Kapitan ('86)

Joe Lipinski ('96)

Bob McCammon ('94)

Pat McSweeney ('06)

Dennis Olson ('18)

R. H. 'Bob' Peters ('02)

Bill Sutherland ('85)

*We offer our sincere condolences to their family and friends.
Their legend will live on in the Sports Hall of Fame...*

Proud Member of:

International Sports Heritage Association (ISHA), Canadian Association for Sport Heritage (CASH), Canadian Museum Association (CMA), Ontario Museum Association (OMA), Thunder Bay Chamber of Commerce, Arts & Heritage Alliance (AHA), Page 5 of 134

Fundraising For Sports Heritage !



Art Auction-Hosted by Vern Stenlund & Carol Stenlund Kajorinne Live Auction - Sports Hall of Fame - Saturday April 23rd, 7:00 pm Online - hosted on 32 Auctions website prior to live event

Inductee Vern Stenlund and his sister Carol Stenlund Kajorinne will be hosting an Art Auction featuring artwork they have created with proceeds all going to the SHOF. One piece includes an autograph of NHL great Bobby Orr. The bidding will start online and will culminate in a live event at the SHOF on Saturday April 23rd.

2021 Fred Bragnalo Memorial Golf Tournament

We were back on course at the *Fort William Golf & Country Club* last summer marking the 34th year that golfers took to the links in support of sports heritage. A big vote of thanks to our golf committee, volunteers, 125 participants, donors, sponsors and prize donors, who all helped to raise over **\$14,500** for the Hall of Fame. Congratulations to Front 9 champs Wayne Fortes, Jared Rosenfeld, Max Ukraniec and Gary Nistico from the Westfort Maroons and Back 9 champs Dan McIlwain, Ken McIlwain, Murray McIlwain and Doug Demeo. See you on July 25th at the FWG & CC.

2022 Fred Bragnalo Memorial Golf Tournament - Monday July 25th



Thanks to **Superior Shores Gaming Association** for their support during COVID-19 which allowed us to raise close to \$9,000 in 2021.

Our dedicated volunteers are now able to return to help out and if you are interested please call the SHOF at 622-2852.



Thanks to the management and staff of Circle K Store 1436, which is located at 345 May Street North in Thunder Bay, who sell Nevada tickets on our behalf. Through their efforts in 2021 we raised \$1,100 bringing the total money raised through this fundraising partnership to over \$24,000.

2022 FAME 600 CLUB LOTTERY TICKETS - ON SALE NOW 50 Draws ~ \$12,000 in total prizes ~ Only 600 tickets printed ~ \$50/ticket 40 Cash Prizes - with draws of \$50, \$100, \$200, \$250, \$500 and \$1000

36th Edition

Plus 10 Merchandise Prizes including:

- 2 tickets to a 2022-23 **Minnesota Vikings** game + **\$1000** cash
- \$500 in Gift certificates (\$100 Esso, \$100 Petro-Canada, \$100 Keg, \$100 Canadian Tire and \$100 Play it Again Sports)
- golf passes for the **Fort William Golf & Country Club** • **Golf Thunder Bay** • **Craig Morton golf lessons**
- **Landale Gardens \$100** gift certificate • 3-month **Canada Games Complex** membership,
- season passes to the **SIJHL North Stars** • **Dinner for 4 & curling with champions** at the **FWCC**.

Draws held between July 25th and September 7th, 2022

Winning tickets go back in drum so tickets are eligible for all draws

- no cash redemption on merchandise prizes - if event not held winner has option of receiving cash value or tickets for future event -

Tickets available by calling 622-2852, emailing nwosport@tbaytel.net and from Board members

Thanks for the Support!

COVID-19 Funding: Thanks to the Government of Canada for providing support through their Canada Emergency Wage Subsidy (CEWS) and the COVID-19 Emergency Support Fund for Heritage Organizations.

Ontario Trillium Foundation Community Building Fund Grant: Thanks to the OTF for their support which will assist with the ongoing digitization of our sports heritage collection.

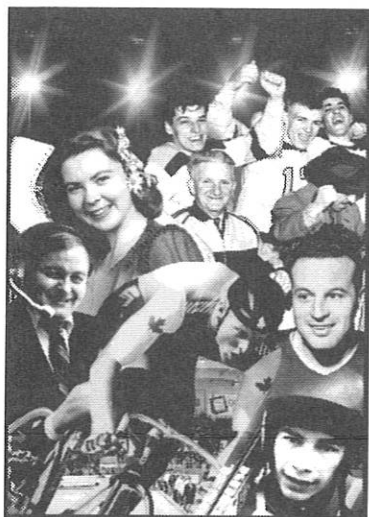
Community Museum Operating Grant: Thanks to the Ontario *Ministry of Heritage, Sport, Tourism and Culture Industries* for our 2021-22 CMOG allocation.

Youth Employment Grant: Thanks to the Government of Canada for our 2021 Canada Summer Jobs grant.

City of Thunder Bay Cultural Funding Grant: The Sports Hall of Fame is fortunate to receive yearly City of Thunder Bay funding. Be sure to let your Councillors know how much you appreciate their support of sports heritage.

Northwestern Ontario Sports Hall of Fame

ANNUAL MEMBERSHIP & FUNDRAISING CAMPAIGN



WE VALUE & NEED YOUR SUPPORT!

As a non-profit organization, the Northwestern Ontario Sports Hall of Fame must raise the funds needed to operate our regional sports museum and hall of fame. A big part of this challenge is met through our **Annual Membership** and **Fundraising** activities. There are a number of ways you can help:

- Purchase a **2022 MEMBERSHIP**
- Make a tax deductible **DONATION** or **MONTHLY PLEDGE**
- Try your luck with a **FAME 600 CLUB LOTTERY TICKET**
 - \$50 gets you 50 chances to win - \$12,000 in total cash and merchandise prizes
 - Cash prizes ranging from \$50 to \$1,000
 - Merchandise prizes include rounds of golf, \$500 in Gift Certificates, and many more
 - Grand prize of 2 tickets to a 2022-23 **Minnesota Vikings NFL game + \$1,000 cash**
 - Only 600 tickets available

Name: _____

Address: _____

Phone: (____) _____

E-mail: _____

2022 MEMBERSHIP FEES

✓ **YES I want to Help Preserve Our Sports Heritage!**

- ☐ Individual - \$25
- ☐ Family - \$40 (# in family _____)
- ☐ Business/Organization - \$60

Membership Total \$ _____

DONATION

Spectator (\$1 - \$49) Loyal Fan (\$50 - \$199) Patron (\$200 - \$499) Benefactor (\$500 plus)

☐ I would like to make a **DONATION** in the amount of: \$ _____ (tax receipt issued for donations/pledges)

☐ I would like to **PLEDGE** \$ _____ for _____ months, for a total donation of _____

I would like my donation to be in Honour of _____

Donation Total \$ _____

2022 FAME 600 CLUB DRAW

Only 600 tickets available ~ \$50 per ticket ~ 50 chances to win
~ 50 Draws held from July 25th - September 7th, 2022 ~

☐ Number of tickets required _____ @ \$50 each

Fame 600 Total \$ _____

TOTAL AMOUNT ENCLOSED \$ _____

Method of Payment (✓ one): _____ Cheque (made payable to NWO Sports Hall of Fame) _____ MasterCard _____ VISA _____ Other

Credit Card No. _____ Expiry ____/____ Signature _____

Please remit with payment to: Northwestern Ontario Sports Hall of Fame 219 May Street S Thunder Bay ON P7E 1B5
Phone (807) 622-2852 Fax (807) 622-2736 email: nwosport@tbaytel.net www.nwosportshalloffame.com

NORTHWESTERN ONTARIO SPORTS HALL OF FAME

2022 Fame 600 Club Draw

36th edition

\$12,000 in Total Prizes

50 Draws



Lottery Licence
M835659

Only 600 Tickets Printed ~ \$50/ticket

40 Cash Prizes - ranging from \$50 to \$1000

+ 10 Additional Prizes

1 draw - 2 tickets to a **Minnesota Vikings 2022-23 NFL game + \$1000 cash**

1 draw - **\$500 in Gift Certificates** (\$200 gas, \$100 Keg, \$100 Canadian Tire, \$100 Play It Again Sports)

1 draw - 2 rounds of 18-holes + cart from **Golf Thunder Bay**

2 draws - 2 rounds of 18-holes at the **Fort William Golf & Country Club**

1 draw - \$100 gift certificate to **Landale Garden Centre**

1 draw - Dining & Curling with Champions (for 4) at the **Fort William Curling Club**

1 draw - 3-month membership to the **Canada Games Complex**

1 draw - 3 one-on-one **golf lessons** from **Craig Morton Golf**

1 draw - a pair of **Thunder Bay North Stars SIJHL 2022-23 season passes**

Draws held between July 25th and September 7th, 2022 **TICKETS ELIGIBLE FOR ALL DRAWS**

No cash redemption on merchandise prizes. If event not held, winner has option of receiving cash value or tickets for future event

Don't Delay - Get Your Tickets Today

Mail or drop by the Sports Hall of Fame - 219 May St S / (807) 622-2852 / nwosport@tbaytel.net

2022 FAME 600 CLUB DRAW TICKET ORDER FORM

Number of tickets required _____ @ \$50 each

Amount enclosed \$ _____

Name: _____

Mailing Address: _____

Postal Code: _____ Phone: _____ Email: _____

☐ Cheque (payable to: NWO Sports Hall of Fame)

☐ MasterCard

☐ VISA

☐ Other

Card Number _____ Expiry Date _____

Authorized Card Holder Signature _____

Send to: Northwestern Ontario Sports Hall of Fame 219 May Street S Thunder Bay ON P7E 1B5
Phone (807) 622-2852 Fax (807) 622-2736 e-mail: nwosport@tbaytel.net



SESSION NO. 091

MINUTES

TOWN OF FORT FRANCES

April 25, 2022

The meeting of Council of the Town of Fort Frances was held in the Council Chambers and virtually.

PRESENT: Mayor J. Caul, Chairperson; Councillors M. Behan, W. Brunetta (virtual), A. Hallikas, D. Judson, J. McTaggart and R. Wiedenhoeft.

ALSO PRESENT: F. Anwar, CAO, G. Lecuyer, Clerk, D. Galusha, Treasurer (virtual), T. Rob, Manager of Operations & Facilities (virtual), Jeremy Hughes, Manager of Information Technology, Alyssha Hansma, Human Resources Manager (virtual),

1. COUNCIL MEETING

(Session No. 091) to immediately follow the Committee of the Whole

- 1.1 Call to Order / Roll Call
Mayor Caul called the meeting to order at 6:28 p.m.
- 1.2 Territorial Acknowledgement
- 1.3 Moment of Meditation
- 1.4 Disclosure of pecuniary interest and the general nature thereof.
There was no disclosure of pecuniary interest.

2. Consent Agenda:

- 2.1 Items Referred from Committee of the Whole

- 960 THAT the following Consent items be approved
 - 1) Committee of the Whole Consent Items 5.2, ~~5.3~~, 5.4 and 5.5

5.2 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.

5.4 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 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

- 2) Council Consent Agenda Items 2.2 & 2.3

2.2 THAT the correspondence received from the Kaleb Firth, Farmboy Real Estate, regarding their commitment of participating in the funding for a Splash Park in Fort Frances be received with appreciation

AND THAT the correspondence be referred to the Operations and Facilities Executive Committee

2.3 THAT the Community Living will be advised of Council's proclamation and flag raising

CARRIED

Result:	CARRIED
Mover:	Douglas Judson
Seconder:	Wendy Brunetta

2.2 CORR: Farmboy Splash Park Funding Commitment Letter to the Town of Fort Frances

2.3 CORR: Community Living, Proclamation request and Flag Raising - May as "Community Living Month"

3. Approval of Council Minutes: *

3.1 Regular Council meeting Minutes Session No. 090 April 11, 2022

961 THAT the minutes of the Council meeting Session No. 090 dated April 11, 2022 having been typed and distributed be approved

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Seconder:	Andrew Hallikas

4. Approval of Committee of the Whole Minutes: *

4.1 Committee of the Whole Minutes Session No. 097 April 11, 2022

962 THAT the report of Committee of the Whole of Council being Session No. 097 dated April 11, 2022 having been typed and distributed be approved

CARRIED

Result:	CARRIED
Mover:	Michael Behan
Seconder:	Douglas Judson

5. Resolutions from tonight's Committee of the Whole meeting

5.1 Deputy-Mayor Hallikas assumed the role of the Chair
Paul S. Heayn, Town of Fort Frances Integrity Commission, re: Report of Investigation into Conflict of Interest Complaint concerning Mayor June Caul

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

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Seconder:	Rick Wiedenhoeft

5.2 Mayor Caul assumes the Chair
Procedural By-Law - Electronic Participation

964 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

CARRIED

Result:	CARRIED
Mover:	Wendy Brunetta

Seconder:	Douglas Judson
------------------	----------------

5.3 Council Remuneration & Expenses

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

CARRIED

Result:	CARRIED
Mover:	Andrew Hallikas
Seconder:	Rick Wiedenhoeft

5.4 Sunny Cove Camp - Request For Proposal

- 966 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.

CARRIED

Result:	CARRIED
Mover:	Michael Behan
Seconder:	Douglas Judson

6. By-Laws:

6.1 By-Laws to be enacted:

- 967 THAT the following by-laws be introduced and read, and finally passed, signed by the Mayor and the Clerk, sealed with the Corporate Seal and become law forthwith:
- By-Law 27-22 being a By-Law to Establish Tax Ratios for Prescribed Property Classes
 - By-Law 28-22 being a By-Law to adopt the estimates of all sums required for all municipal purposes during the year 2022
 - By-Law 29-22 being a By-Law to authorize the levy and collection of taxes for all municipal purposes in the Town of Fort Frances for the year 2022
 - By-Law 30-22 being a By-Law to authorize an easement in favour of the Town of Fort Frances over private lands, namely 324 Victoria Avenue
 - By-Law 31-22 being a by law to authorize the execution of an agreement with JML Engineering re: RFP 2022-OF-04
 - By-Law 29-15B , being a by law to authorize the execution of an amending agreement No. 2 (the “Amending Agreement No.2”) between Product Care Association – Municipal Industry Stewardship Plan (ISP) and the Corporation of the Town of Fort Frances for the purpose of the collection and processing of certain hazardous wastes
 - By-Law 10-22A being a by law to authorize the execution of an amending contribution agreement No. 1 between The Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario and the Corporation of the Town of Fort Frances (851-513586 Dock replacement at the Sorting Gap Marina)

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Seconder:	Douglas Judson

7. New Items: None

8. Information Correspondence:

Page 4 of 5

The following items were received. Council was provided an opportunity for clarification and questions relating to all information items.

- 8.1 CORR: Invitation to Join MWA 2022 Spring Workshop to speak on Single Use Plastic Bylaw (May 25th)
- 8.2 CORR: The Township of Limerick, Resolution Gypsy Moth
- 8.3 CORR: Municipality of Grey Highlands, Resolution: HST rebate on new homes in Ontario
- 8.4 CORR: Township of Mulmur, Resolution: More Homes for Everyone Act
- 8.5 CORR: Township of Lake of Bays, Resolution: Floating Accommodations
- 8.6 CORR: Town of Bracebridge: Resolution: Request for AMO to Review Challenges to Development in Relation to the Ontario Land Tribunal
- 8.7 CORR: Township of Zorra, Resolution: Joint and Several Liability

9. Minutes of Local Boards / Committees:

The following items were received. Council was provided an opportunity for clarification and questions relating to all information items.

- 9.1 Planning and Development Executive Committee Minutes of March 21, 2022
- 9.2 Administration and Finance Executive Committee Minutes Session no 20 - 22 February 2022
- 9.3 Executive and Finance Executive Committee minutes Session no 21 - 22 March 2022

10. In-Camera:

- 10.1 Council proceeds in-Camera at 6:47 p.m.

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

- (a) the security of the property of the municipality or local board;

2022 Moffat Family Fund Grant Allocations

- (b) personal matters about an identifiable individual, including municipal or local board employees;

CARRIED

Result:	CARRIED
Mover:	Michael Behan
Seconder:	Andrew Hallikas

- 10.2 Moffat Family Fund Grant Allocation

11. Public Session Resumes:

- 11.1 The public session resumed at 7:11 p.m.

12. Resolutions Required as a result of In-Camera discussions:

12.1 The following resolutions derived from the in-camera discussion:

- 970 THAT with respect to agenda item 10.2 from the closed session Council approve the endorsement of the 10 recipients named herein for recommendation to the Winnipeg Foundation for the purpose of allocating their respective portions of \$97,000.00 in grant funding for the year 2022 as recommended by the Moffat Family Fund Steering Committee.

CARRIED

Result:	CARRIED
Mover:	Rick Wiedenhoeft
Second:	Andrew Hallikas

13. ADJOURNMENT

13.1 The meeting adjourned at 7:13 p.m.

- 971 THAT this meeting of the Council of the Town of Fort Frances be now closed.

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Second:	Michael Behan

14. * Previously distributed to Council

Page 2 of 3
Councillor Hallikas - Verbal Update, relating to the Fort Frances Public Library Board Meeting, the RRDSSAB meeting attended.

5. Consent Agenda:

5.1 Approval of Consent Agenda

- 221 **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

CARRIED

Result:	CARRIED
Mover:	Douglas Judson
Second:	John McTaggart

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

- 222 **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

This item was pulled from the consent agenda. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

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 - usually annual request re donation rental fees and cost of auditorium amount 1034.xx. User fees considered. Ensure safety and support our grads. Move forward to council

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 - Completed 2022 review of TOFF.

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

The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

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
The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

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:**
The following items were received. Council was provided an opportunity for clarification and questions relating to all information items.

- 8.1 EMPCA 2021 compliance results
- 8.2 Complaint Register March 2022

9. ADJOURNMENT

- 9.1 The meeting adjourned at 6:25 p.m.
- 223 THAT this meeting of the Committee of Whole of Council of the Town of Fort Frances be now closed.

CARRIED

Result:	CARRIED
Mover:	Andrew Hallikas
Seconder:	Rick Wiedenhoeft

ADMINISTRATIVE REPORT

Subject: 357/358 Application for Tax Adjustment- 427 Mowat Ave
Date: 2022-05-03
To: Committee of the Whole
From: Dawn Galusha, Treasurer
File Number: TRE2022-20



ISSUE

The attached 357/358 Application for reconsideration of assessment and adjustment of taxes was received. It is due to the application for rebate filed for the demolition of buildings P54 and P55.

ADMINISTRATIVE RECOMMENDATION

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

THAT the Council approve the adjustment of taxes for September 24, 2021 to December 31, 2021 under Section 357/358 of the Municipal Act for property located at 427 Mowat Ave.

OPTIONS & ALTERNATIVES

- (1) Authorize the adjustment of taxes for September 24, 2021 to December 31, 2021 under Section 357/358 of the Municipal Act located at 427 Mowat Ave.
- (2) Object to the application.

HISTORY

The Municipality may object to the application for the above referenced properties filed under Section 39.1 of the *Assessment Act*. In accordance with Section 357 (5) of the *Municipal Act* on or before September 30 of the year following the year in respect of which the application was made, Council shall hold a meeting at which the applicants may make presentation to council.

ANALYSIS

The impact to the 2021 taxes is a reduction of \$914.51 of which \$184.06 is education and \$730.45 is municipal.

SUPPORTING DOCUMENTS

- (1) Application for 357/358

ADMINISTRATIVE REPORT

Subject: Chief Administrative Officer Performance Appraisal
Date: 2022-05-09
To: Committee of the Whole
From: Alysha Hansma, Human Resources Manager



ISSUE

Review and development of a process for the Chief Administrative Officer (CAO) Performance Appraisal.

ADMINISTRATIVE RECOMMENDATION

It is the recommendation of Administration:

THAT Council of the Town of Fort Frances agree with the recommendation of Administration to implement the Chief Administrative Officer Performance Appraisal Policy as drafted.

STRATEGIC IMPACT

Objective 9. Create Positive Workforce Culture: The implementation of this policy will assist in creating a more structured process to ensure that a key position has appropriate training plans and targeted professional development plans.

OPTIONS & ALTERNATIVES

N/A

HISTORY

On February 14, 2022, Council agreed with the recommendation from the Human Resources manager to select three members of council for the purpose of reviewing the process of the CAO Performance Appraisal, selecting Mayor Caul, Councillor McTaggart, and Councillor Brunetta.

ANALYSIS

Through the review process, the CAO Performance Appraisal Policy was drafted, as the Town recognizes the need to evaluate the performance of the CAO to ensure the ongoing success of the Town. The policy will ensure consistency in the CAO performance management process.

The CAO is accountable for their performance and entitled to know what is expected of them, how they are performing, and what resources are available to improve their performance. The performance review process provides the vehicle to establish and maintain open dialogue between Council and the CAO for the purpose of providing feedback to improve personal and professional performance.

CHIEF ADMINISTRATIVE OFFICER PERFORMANCE APPRAISAL

CONSULTATION

- Mayor Caul, Councillor McTaggart, Councillor Brunetta, as members selected by Council for the purpose of reviewing the process of the CAO Performance Appraisal
- Municipal Clerk
- Other Ontario Municipalities
- Canadian Association of Municipal Administrators – CAO Performance Evaluation Toolkit

SUPPORTING DOCUMENTS

- (1) Chief Administrative Officer Performance Appraisal Policy





FORTFRANCES

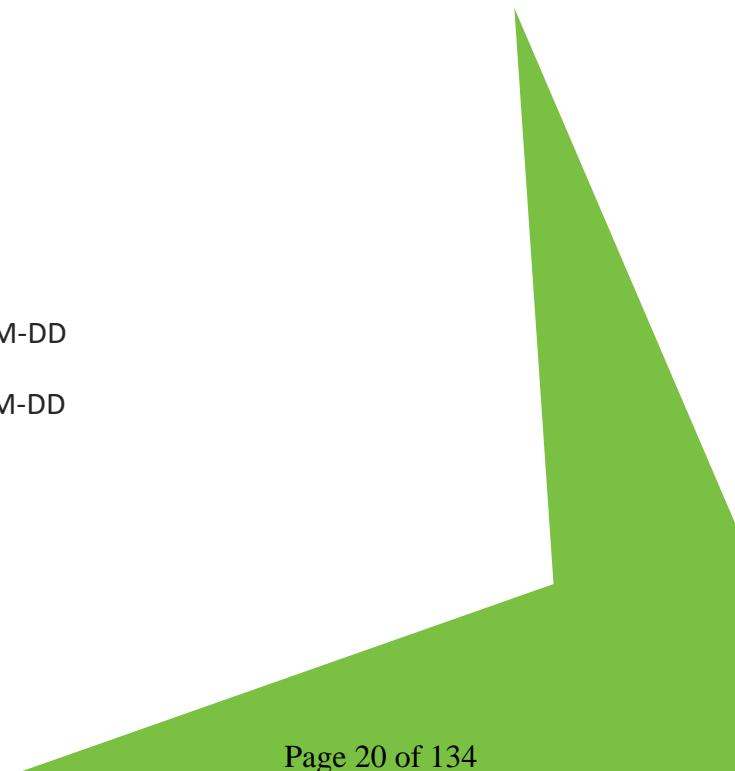
BOUNDLESS

CHIEF ADMINISTRATIVE PERFORMANCE APPRAISAL HUMAN RESOURCES 3.33

OFFICER

POLICY

Published:	2022-05-09
Revised:	2022-05-05
Authorized:	Resolution X on YYYY-MM-DD
Superseded:	Resolution Y on YYYY-MM-DD



CHIEF ADMINISTRATIVE OFFICER PERFORMANCE APPRAISAL

1. PURPOSE

The Town of Fort Frances (the Town) recognizes the need to evaluate the performance of its Chief Administrative Officer (CAO) to ensure the ongoing success of the Town. Performance of the CAO will be monitored at a frequency as outlined in the policy and by a method determined by Council.

2. RATIONALE

In an environment characterized by change due to the municipal election process, this policy will ensure consistency in the CAO performance management process over time. A key role of Council is to evaluate the performance of the CAO. To be effective, this evaluation needs to be carried out on regular basis, and in a planned and thoughtful manner.

The CAO is accountable for their performance and entitled to know what is expected of them, how they are performing, and what resources are available to improve their performance. The performance review process provides the vehicle to establish and maintain open dialogue between the Council and the CAO for the purpose of providing feedback to improve personal and professional performance.

3. RESPONSIBILITIES

1. Chief Administrative Officer

The CAO is responsible for their own performance and development within the context of the organization's business needs. More specifically, those responsibilities are:

- Set challenging but achievable performance objectives based on the strategic direction for the Town.
- Prioritize issues that concern the Town of Fort Frances.
- Evaluate and assess their progress and develop strategies to overcome obstacles.
- Deliver on their objectives and plans.

2. Council

Council represents the community and outlines what is expected of the CAO as leader of Administration. More specifically:

HUMAN RESOURCES

- Ensure the goals and objectives of the CAO and the organization are aligned with the strategic direction of the Town.
- Support the CAO and the organization so they get the resources they need to achieve success.
- Recognize progress and achievements of the CAO through informal discussion, Mid-Year Check-In (optional) and/or Performance Reviews.
- Review and approve any revisions to this policy.

3. Human Resources Manager

The Human Resource Manager is the custodian of the process. The Human Resources Manager's responsibilities are to:

- Provide assistance to Council and the CAO throughout the process.
- Monitor, evaluate, and improve the performance review processes on a regular basis.
- Integrate related formal systems and procedures, like the Performance Appraisal process, into the professional development and compensation processes.

4. PERFORMANCE REVIEW PROCESS

PERFORMANCE REVIEW TIMELINES:

The CAO Performance Review is scheduled in September of each year. All components of the review, including any salary adjustment will be completed by September 30.

This means that:

- In an election year, the outgoing Council evaluates the CAO's performance over the prior year before the new Council is elected.
- The CAO will already have performance goals/key objectives in place to share with a newly elected Town Council in the first year of their term.
- The new Council may use the mid-point evaluation as a way to fine-tune the performance goals/key objectives of the CAO.

CHIEF ADMINISTRATIVE OFFICER PERFORMANCE APPRAISAL

CAO REVIEW PROCESS:

Step 1: Objectives and Goal Setting

The purpose of this step is for the CAO and Council to jointly decide on any personal development goals and establish key performance objectives that are tied to the annual performance review feedback. These objectives should be established with the overall context for the Strategic Plan for the Town of Fort Frances.

Goals are established on annual performance review feedback, Town priorities, initiatives, and direction for the coming year.

Step 2: Mid-Year Check In (optional)

Council and the CAO meet to discuss progress on the achievement of key objectives and determine if there are any impediments to success or if objectives need to change as a result of a shift in strategic direction or priority.

Step 3: Annual Performance Review

CAO

CAO prepares a self-assessment of goals, key performance objectives, and accomplishments for the year as well as gathers data from community surveys/feedback and employee surveys/feedback that reflect the satisfaction and well-being of our community and our workforce and provides it to the Mayor.

Mayor/Council

Each Council member completes the CAO Performance Review form individually and forwards it to the Mayor. The Mayor then collates all feedback into a summary document.

Mayor/Council identifies groups requiring confidential surveys for the purpose of the annual performance review and provides direction to Human Resources Manager regarding the administration of such surveys.

Human Resources Manager

Human Resources prepares and administers confidential surveys of the Senior Leadership Team, any other members of the of the Town's workforce, or external stakeholders identified for each annual performance review. Results of these surveys are provided to the Mayor.

HUMAN RESOURCES

Pre-Performance Review Meeting

Human Resources collates all information gathered from the CAO, Council, and HR, and holds a formal meeting with Council to discuss the results of the review and the level of success in achieving the key objectives. Council feedback is documented for provision to the CAO. Council also determines any salary adjustment based on overall performance.

Performance Review Meeting:

The Mayor and Council meets with the CAO to provide formal, documented feedback as gathered above and to communicate Councils compensation adjustment decision.

Step 4: Cycle repeats with Step 1.

Detailed Annual Performance Review Schedule

DELIVERABLE	WHO	Deadline
Send reminder of CAO review timelines to Mayor	HR	July 2
Meet with Council to discuss components of evaluation (i.e. feedback, survey of direct reports, evaluation tools, etc.)	Mayor	July 15
Meet with Mayor to discuss components of evaluation (i.e. feedback, survey of direct reports, evaluation tools, etc.)	HR	July 25
Develop and send out surveys for direct reports and/or others	HR	August 1
Advise CAO to complete self-assessment	HR	August 1
Provide performance review form to Council members	HR	August 1
Each Council member will individually complete the CAO performance review document and submit to the Mayor	Council Members	August 15
Complete self-assessment of goals, key performance objectives, and accomplishments, plus gather data from employee or community surveys or feedback	CAO	August 15
Collate and summarize Council feedback; collate all other information gathered and send to Council for review	Mayor/HR	August 20
Meet to discuss CAO review and provide overall feedback; decide on salary adjustment	Mayor and Council	September 1

CHIEF ADMINISTRATIVE OFFICER PERFORMANCE APPRAISAL

Summarize all feedback from Council into CAO performance review document	Mayor/HR	September 10
Meet with CAO to deliver feedback	Mayor and Council	September 15
Advise HR to process salary adjustment as per contract and Salary Administration Policy for the CAO	Mayor	September 15
Develop key performance objectives for upcoming year	CAO, Mayor, and Council	September 15
Share and discuss key performance objectives for coming year with Council; finalize	CAO, Mayor, and Council	September 15
Mid-year check in (if used)	CAO, Mayor and Council	March 30

ADMINISTRATIVE REPORT

Subject: Award of Tender 2022-OF-06
Date: 2022-05-09
To: Committee of the Whole
From: Travis Rob, Manager of Operations and Facilities
File Number: N/A



ISSUE

- (1) As part of the ICIP Memorial Sports Centre Revitalization project, the Town is looking to replace all sport flooring within the facility.
- (2) Council must approve the entering into an agreement with the successful tenderer.

ADMINISTRATIVE RECOMMENDATION

It is the recommendation of Administration:

THAT Tender 2022-OF-06 Supply and Installation of new Sport Flooring at the Fort Frances Memorial Sports Centre and Emo-Lavallee Arena be awarded to Caliber Sport Systems Inc.

FURTHER THAT a by-law be prepared authorizing Mayor and Clerk to sign the agreement on behalf of the corporation.

STRATEGIC IMPACT

- *Objective 8a – Undertake Asset Management Planning/Address Budgetary gap for infrastructure*
- *Objective 8b – Develop a preventative approach to maintenance*

OPTIONS & ALTERNATIVES

- (1) Award the tender to the lowest complaint tender submitted.
- (2) Deny the request.

HISTORY

The Town has been working through the tendering of 2022 capital improvement projects under the ICIP Revitalization project. The latest is the replacement of the skate flooring in the IFK and 52 Canadians Arenas as well as the flooring in the weight room and cardio room of the gym. The Township of Emo is undertaking similar work for their arena and the Town's took the opportunity to work together to save costs for both agencies.

AWARD OF TENDER 2022-OF-06

The Tender was advertised the week of March 31, 2022, in the Fort Frances Times Bulletin as well as on the Winnipeg and Thunder Bay Construction Associations and the Town of Fort Frances website. Tenders were opened publicly at the Town of Fort Frances Civic Centre Committee Room Tuesday May 4, 2022, where one bid was received, a second bid package was received, however there was no accompanying costing information within their package and therefore was subsequently disqualified per the procurement policy.

ANALYSIS

Caliber Sport Systems Inc. out of Kitchener Ontario submitted a bid of \$371,969.00 including a \$15,000.00 contingency allowance and applicable taxes for the replacement of the 17,062 square feet of flooring utilizing quality products in line with the tender specifications. There were no bid irregularities noted in their submission. Their anticipated schedule aligns with that of the use of the facility, being primarily the tentatively scheduled ice in/ice out schedule. There will need to be coordinated short term shutdowns of the Weight Room and Cardio Room to facilitate the work in those rooms that will be organized post tender award.

The Township of Emo will be responsible to award the work separately and will be required to sign the respective documents for their portion of the works. The Township has designated a representative to oversee the work in their community.

CONSULTATION

- Finance & Operations and Facilities divisions for the financial feasibility and installation, respectively
- Township of Emo

SUPPORTING DOCUMENTS

None

2022May9 Award Tender 2022-OF-06 Sport Floor at MSC

ADMINISTRATIVE REPORT

Subject: By-Law Enforcement Officer
Date: 2022-05-09
To: Committee of the Whole
From: Alysha Hansma, Human Resources Manager



ISSUE

Recruitment for vacant By-Law Enforcement Officer position and selection of candidate Mark Bridge for the role.

ADMINISTRATIVE RECOMMENDATION

It is the recommendation of Administration:

THAT Council will direct the necessary by-law to be drafted, appointing successful applicant, Mark Bridge, as By-Law Enforcement Officer.

FURTHER THAT Council direct the necessary by-law be drafted, appointing successful applicant, Mark Bridge, as Municipal Weed Inspector.

STRATEGIC IMPACT

Objective 9. – Creative Positive Workforce Culture: As the Town of Fort Frances makes efforts to be an employer of choice, successful recruitment and greater ease in recruiting positions across the organization supports this initiative.

OPTIONS & ALTERNATIVES

N/A

HISTORY

The Town of Fort Frances posted the vacancy for the By-Law Enforcement Officer position on March 14, 2022 with a closing date of March 25, 2022.

ANALYSIS

The Personal Selection Committee has recommended that Mark Bridge be hired for the position of By-Law Enforcement Officer, with an effective date of May 24, 2022. To allow him to serve in this capacity, a By-Law is required to allow him to act in this capacity.

CONSULTATION

- Personal Selection Committee
 - Faisal Anwar, Chief Administrative Officer
 - Gabrielle Lecuyer, Municipal Clerk
 - Alyssa Hansma, Human Resources Manager
- Patrick Briere, By-Law Enforcement Officer

SUPPORTING DOCUMENTS

N/A



THE CORPORATION OF THE TOWN OF FORT FRANCES
BY-LAW XX / 22

(Being a By-Law to authorize execution of a site plan control agreement as a condition of development with Friesen Five Inc. (o/a Newfort Developments) - *The Planning Act*, Section 41)

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

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

AND WHEREAS Council of the Town of Fort Frances at its meeting held April 25, 2022 approved the report from C. Vangel, CBO/Municipal Planner, as supported by the Planning & Development Executive Committee and Committee of Adjustment, to designate property located at 814 Scott Street as a Site Plan Control Area and further that a Site Plan Agreement be approved;

AND WHEREAS Mayor and Clerk of the Town of Fort Frances are authorized to execute the Site Plan Control Agreement.

NOW THEREFORE Council for the Corporation of the Town of Fort Frances

HEREBY ENACTS as follows:

1. That lands legally known as 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 are hereby designated a site plan control area and shall be regulated by this by-law and the requirements set out in Schedule ‘A’ attached hereto between Friesen Five Inc. (o/a Newfort Developments) and the Corporation of the Town of Fort Frances.
2. This by-law shall come into force and take effect upon the final passing thereof.

ENACTED and **PASSED** this 9th day of May 2022.

J. Caul, MAYOR

G. Lecuyer, CLERK

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.

-2-

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;

-3-

- (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

-4-

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 watermains as approved by the Municipality and to satisfy any and all requirements of the Municipality's Fire Chief or the Fire Chief's designate at the Owner's sole cost and expense.
 - (e) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services.
 - (f) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services.
 - (g) To pave with asphalt or concrete all parking, loading, and walkway areas on the Lands to the Municipality's requirements and specifications. No parking or loading zone shall be permitted on any of the Lands unless all areas for which parking and loading are permitted are paved. All handicapped parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality. All parking and loading areas shall be constructed and maintained to the Municipality's satisfaction.
 - (h) To design, install, and maintain, in accordance with the Plans and Drawings, light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.
 - (i) To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.
 - (j) 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.

-5-

- (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

-6-

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

-7-

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.

-8-

- (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.

-9-

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).

-10-

- (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.

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 Police, 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 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.

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.

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW XX-22

(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;

Enacted and passed this 9th day of May 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

TABLE OF CONTENTS

1.0	Introduction	
1.1	Preamble	1
1.2	Title	1
1.3	Aim	1
1.4	Amending Formula	1
1.5	Emergency – Defined	2
1.6	Definitions	2-4
2.0	Authority	
2.1	The Emergency Management Act	4
2.2	Protection from Liability for Implementation of Plan	5
2.3	Public Accessibility to Plan	5
2.4	Freedom of Information & Protection of Privacy	5
3.0	Declaration of an Emergency	
3.1	Authority to Declare	5
3.2	Notification to Solicitor General	6
4.0	Plan Implementation	
4.1	Assembling the MCEG	6
4.2	Activation of Plan	6
4.3	Actions Prior to an Emergency	6-7
4.4	Actions of Emergency Response Agencies	7
4.5	Chain of Command	7
4.6	Emergency Operations Centre	7
4.7	Media Centre	7
4.8	Communications	7
4.9	Command Post	8
4.10	Dissemination of Decisions by the MCEG	8
4.11	Evacuation	8
4.12	Request for Assistance	9
4.13	Termination of State of Emergency	9
5.0	Municipal Emergency Control Group Responsibilities	
5.1	Composition of the MCEG	9
5.2	Responsibilities of the MCEG	9-10
5.3	Mayor (Head of Council)	11
5.4	Administrator	11-12
5.5	Emergency Information Officer	12-13
5.6	Scribe	13-14

5.7	Fire Chief	14
5.8	Community Emergency Management Coordinator (CEMC)	14-15
5.9	Manager of O&F	15-16
6.0	Support Groups	
6.1	Introduction	16-17
6.2	Incident Commander	17-18
6.3	NWHU Representative	18-19
6.4	RRDSSAB Representative	19
6.5	Media Communications	19
6.6	Hospital Representative	19
6.7	Ambulance Service Representative	20
6.8	Red Cross Representative	20-21
6.9	Victim Services Representative	21-22
6.10	Amateur Radio Operators	22
6.11	Ministry of Natural Resources	22
6.12	Chief Building Official	22
6.13	CISM Team	22
6.14	OPP Detachment Commander	22-23
6.15	Superintendent of FFPC	23-24
7.0	Composition of the Emergency Management Program Committee	24
8.0	Training & Education	
8.1	Introduction	24
8.2	Definitions	25
8.3	Definitions – Continued	25
8.4	Training	25
8.5	Exercises	25
8.6	Evaluation	25
9.0	Plan Maintenance & Revision	26
Appendices		
Appendix A – EM Plan Notification Procedure		
Appendix B – Resource Contact List		
Appendix C – Chain of Command		
Appendix D – Primary EOC Floor Plan		
Appendix E – Alternate EOC Floor Plans		
Appendix F – Forms		
Appendix G – Evacuation Plan		

Appendix H – Recovery Plan
Appendix I – Distribution List
Appendix J – HIRA
Appendix K – Critical Infrastructure List
Appendix L – Evacuee Shelter Plan
Appendix M – Information Plan
Appendix N – MECG Program
Appendix O – Evac Mapping & Back-Up Power Locations
Appendix P – Pandemic Plan - Influenza & COVID
Appendix Q – MECG & EM Program Committee Contact Listing

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:

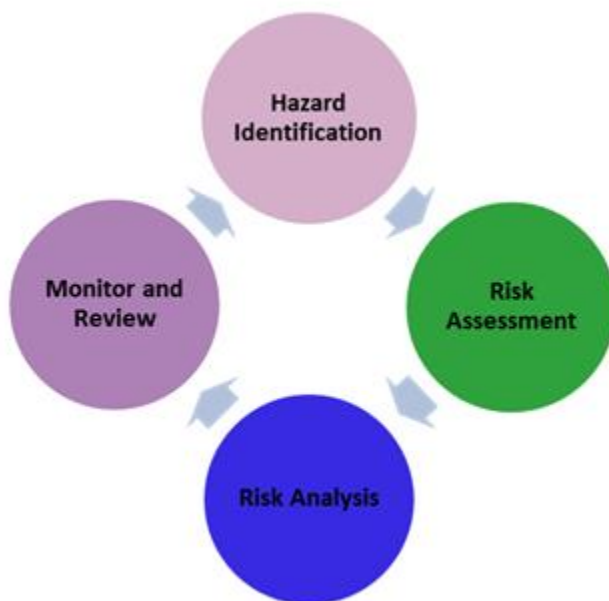
- Help you to prepare for the worst and/or most likely hazards.
- Save time by isolating any hazards which can not affect your community.
- Allows for the creation of emergency plans, exercises and training based on the most likely and/or highest risk scenarios.
- Helps your program to become proactive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

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: _____

THE CORPORATION OF THE TOWN OF FORT FRANCES
BY-LAW NO. XX-22

(A By-law to appoint a Municipal Law Enforcement Officer)

WHEREAS Section 15 of the Police Services Act, R.S.O. 1990, Chapter P. 15, authorizes Councils to pass by-laws for appointing a municipal law enforcement officer;

AND WHEREAS Section 15.1 of the Building Code Act, S.O. 1992, C.23 authorizes Councils to pass by-laws for appointing a property standards officer;

AND WHEREAS Section 227 of the Municipal Act, 2001, S.O. 2001, Chapter 25, authorizes Councils to pass by-laws for appointing such officers and employees as maybe necessary for the purposes of the Corporation, for carrying into effect the provisions of any by-law of the Council;

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

- 1. THAT Mark Bridge is hereby appointed Municipal Law Enforcement Officer and Property Standards Officer for the Corporation of the Town of Fort Frances.
- 2. THAT the Municipal Law Enforcement Officer and Property Standards Officer shall exercise all the authority, powers and rights, and shall perform all duties and obligations which by statute or by-law are or may be conferred or imposed and enforce all by-laws of the Corporation of the Town of Fort Frances
- 4. THAT this By-law shall come into force and take full effect on its date of passing

ENACTED and **PASSED** this 9th day of May 2022

J. Caul, Mayor

G. Lecuyer, Clerk

THE CORPORATION OF THE TOWN OF FORT FRANCES
BY-LAW NO. XX-22

(Being a By-law to appoint Municipal Weed Inspector)

WHEREAS Section 8(1) of the Weed Control Act, R.S.O. 1990, Chapter W.5 states that the Council of any municipality may by by-law appoint one or more persons as municipal weed inspectors to enforce the Act within the Council's jurisdiction;

AND WHEREAS it is deemed expedient by Council to pass a by-law to appoint municipal weed inspectors;

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

- 1. THAT Mark Bridge is hereby appointed Municipal Weed Inspector to enforce the Weed Control Act within the Council's jurisdiction.
- 2. THAT this By-law shall come into force and take full effect on its date of passing

ENACTED and **PASSED** this 9th day of May 2022

J. Caul, Mayor

G. Lecuyer, Clerk



**The Corporation of the
Municipality of Mississippi Mills**

Council Meeting

Resolution Number 124-22

Title: Info Item H.5.f - City of Waterloo Resolution re: Ontario Must Build it Right the First Time

Date: Tuesday, April 19, 2022

Moved by Councillor Maydan

Seconded by Councillor Ferguson

THAT Council support the City of Waterloo's resolution,

WHEREAS the Province of Ontario adopted greenhouse gas reduction targets of 30% by 2030, and emissions from buildings represented 22% of the province's 2017 emissions,

WHEREAS the draft National Model Building Code proposes energy performance tiers for new buildings and a pathway to requiring net zero ready construction in new buildings, allowing the building industry, skilled trades, and suppliers to adapt on a predictable and reasonable timeline while encouraging innovation;

WHEREAS the Ministry of Municipal Affairs and Housing is consulting on changes for the next edition of the Ontario Building Code (ERO #: 019-4974) that generally aligns with the draft National Model Building Code except it does not propose adopting energy performance tiers, it does not propose timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier, and, according to Efficiency Canada and The Atmospheric Fund, it proposes adopting minimum energy performance standards that do not materially improve on the requirements in the current Ontario Building code;

WHEREAS buildings with better energy performance provide owners and occupants with lower energy bills, improved building comfort, and resilience from power disruptions that are expected to be more common in a changing climate, tackling both inequality and energy poverty;

WHEREAS municipalities are already leading the way in adopting or developing energy performance tiers as part of Green Development Standards, including Toronto and Whitby with adopted standards and Ottawa, Pickering, and others with standards in development;

WHEREAS while expensive retrofits of the current building stock to achieve future net zero requirements could be aligned with end-of-life replacement cycles to be more cost-efficient, new buildings that are not constructed to be net zero ready will require substantial retrofits before end-of-life replacement cycles at significantly more cost, making it more cost-efficient to build it right the first time.

THEREFORE BE IT RESOLVED THAT Council request the Province of Ontario to include energy performance tiers and timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier in the next edition of the Ontario Building Code, consistent with the intent of the draft National Model Building Code and the necessity of bold and immediate provincial

action on climate change;

THAT Council request the Province of Ontario to adopt a more ambitious energy performance tier of the draft National Model Building Code as the minimum requirement for the next edition of the Ontario Building Code than those currently proposed;

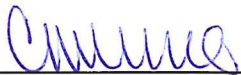
THAT Council request the Province of Ontario provide authority to municipalities to adopt a specific higher energy performance tier than the Ontario Building Code, which would provide more consistency for developers and homebuilders than the emerging patchwork of municipal Green Development Standards;

THAT Council request the Province of Ontario to facilitate capacity, education and training in the implementation of the National Model Building Code for municipal planning and building inspection staff, developers, and homebuilders to help build capacity; and

THAT this resolution be provided to the Minister of Municipal Affairs and Housing, to area MPPs, and to all Ontario Municipalities.

CARRIED

I, Casey Munro, Deputy Clerk for the Corporation of the Municipality of Mississippi Mills, do hereby certify that the above is a true copy of a resolution enacted by Council.



Casey Munro, Deputy Clerk



Office of the City Clerk

Matthew Trennum
905-227-6613 ext. 226
matthew.trennum@thorold.ca

City of Thorold

3540 Schmon Parkway P.O. Box. 1044
Thorold, ON L2V 4A7

May 4, 2022

Sent *ELECTRONICALLY*

Re: City of Thorold Resolution – Russian Sanctions

At its meeting held on May 3rd, 2022, Thorold City Council adopted the following resolution respecting Russian Sanctions:

WHEREAS the country of Ukraine has experienced a premeditated and unprovoked invasion by Russia;

WHEREAS silence is complicity;

WHEREAS Canada imports hundreds of millions of dollars' worth of goods from Russia each year; and

WHEREAS negative financial impacts upon a country can be used as a means to deter further conflict.

NOW THEREFORE BE IT RESOLVED:

1. That the Correspondence from the Town of Gravenhurst regarding sanctions on Russia be received for information;
2. That the City of Thorold unequivocally denounces Russia's unjustifiable war against Ukraine;
3. That the City of Thorold supports the sanctions which the Federal government of Canada has thus far imposed on Russia;
4. That effective immediately and until a time when the sovereignty of Ukraine is once again unchallenged, the City of Thorold will:
 1. Not purchase any products (i.e. plywood, fertilizer, steel, furniture or machinery) which can be easily traced to have originated from Russia; and
 2. Insist that any future contracts for services for the City of Thorold abide by these same limitations within our municipality;

5. That upon confirmation that the Belarusian military is engaged within Ukraine that the City of Thorold apply these limitations upon goods from that country as well; and
6. That this decision of Thorold City Council be forwarded to all other municipalities within Ontario requesting they enact similar measures so that as a united front we can make a noticeable difference.

Yours truly,

A handwritten signature in black ink, appearing to read 'Matthew Trennum', written in a cursive style.

Matthew Trennum
City Clerk

cc: Manoj Dilwaria, CAO
All Ontario Municipalities

Northwestern Ontario Municipal Association Strategic Plan 2022 – 2027



Introduction:

This is NOMA's initial strategic plan. Northwestern Ontario has a current population of about 190,000 and covers a land mass of 526,417km². NOMA's membership had input to the preparation of this Plan with a strong survey response from members of councils and heads of administration. That input was valuable in framing out a Strategic Plan which reflects one or more four (4) A's – analysis, action, advocacy and amplification. NOMA will focus its resources on efforts that support the role of municipal governments and that can contribute to thriving communities in Northwestern Ontario. NOMA will focus its efforts on those interests that are largely shared. It will support other municipal government associations where there are common interests and where a northwest perspective is important.

NOMA is led by its Vision, Mission and Core Values. NOMA will report regularly on the progress of this Strategic Plan to its members and will undertake periodic reviews and consider any socio-economic shifts. It will also need to consider any changes in the priorities and policy plans of other orders of government. Municipal governments are the frontline order of government. The role of municipal governments in enriching their communities is also work in strengthening the province and the nation.

Vision: To amplify the collective voice of Northwestern Ontario as a superior place to work, play and raise families in caring and prosperous communities.

Mission: NOMA will advance the needs of municipal governments whose services contribute greatly to the community well-being in Northwestern Ontario. It will promote activities and support partnerships that contribute to our vibrant and vital region.

NOMA's Core values:

- NOMA is non-partisan and objective in how it presents itself and undertakes its work
- NOMA builds trusting relationships by acting with honesty and integrity
- NOMA brings credible solutions for matters broadly shared by Northwestern Ontario
- NOMA communicates appropriately and timely
- NOMA values diversity
- NOMA attaches importance to partnerships and teamwork

NOMA's Strategic Activities are grouped into four areas:

- i. Initiatives to bolster progress in Ontario's Northwest Region
- ii. Policy and program development on key broad interests
- iii. Facilitate the transfer of information to support municipal governance
- iv. Enhance NOMA's administration in support of its Strategic Plan and its membership

OUR ACTIVITIES:***i. NOMA Initiatives to Bolster Progress in Ontario's Northwest Region***

- a) Investigate the interest in the preparation of a Pan Northwest Economic Plan that looks comprehensively at actions that help retain our economic activities and also support new economic opportunities. NOMA will reach out to different sectors across the region to discuss building an inclusive and integrated economic plan, rooted in strengthening the Northwest. If there is solid interest, a Charter and work plan will be prepared in concert with others to build a Northwest Economic Plan as quickly as possible.
- b) Support the implementation of the Broadband Plan for Northwest communities. Broadband is a key to being competitive and one component of economic growth and retention.
- c) Build on the January 2022 Rural/North housing summit as housing supply is limited in many of our communities. Without actions that achieve a range of housing choices, employment opportunities and relocation can be hampered.
- d) Build members' knowledge of Indigenous trust as the initial step to moving to reconciliation. Truth and reconciliation builds the path to stronger relationships among neighbours.
- e) Prepare a briefing document to use with other orders of government at both the political and senior staff levels to help them understand what Northwest Ontario looks like, what makes it different and why. We are different. We are important to the rest of the province and other orders of government must actively appreciate this.

ii. Policy and Program Development on Key Broad Interests

(Some interests are shared within the Northwest and others shared across the municipal sector)

- a) From a regional perspective, analyze the municipal asset management data and how the available financial tools and programs work or fall short in helping meet the maintenance, repair and replacement needs and consider options for any gaps.
- b) Investigate what savings and other efficiencies might be achieved through a shared community facility design and/or construction, such as fire halls and community centres. Working collectively to reduce core costs is one way to stretch infrastructure funds.
- c) Track the fiscal condition of Northwestern municipal governments using the Financial Information Return System (FIRS). Along with the asset data, this will help build a picture of fiscal capacity and sustainability of municipal governments across the region, information important to policy and program work.
- d) NOMA will provide input to the provincial Northern Transportation Group (NTG) and will update members on progress as much as possible. Northern transportation is a key part of success for the region and all of Ontario.
- e) Community wellness is about health services to people, involving the full range of health related services and delivery structures. NOMA, along with others will look at the gaps and solutions to support the health of our citizens such as addictions and mental health work, physician recruitment, para/community medicine and the municipal role in health teams.
- f) Community wellness also involves social services and NOMA will provide a northwestern perspective on needs including provincial funding and service delivery.
- g) NOMA will continue to amplify through the provincial election period and post-election period, key policy and program priorities of a northwest regional interest and those that align with others and shared across the municipal sector. Similar work will also happen at the federal level.

iii. Facilitate the Transfer of Information to Support Municipal Governance

- a) Governance practices evolve and NOMA will profile how other jurisdictions have undertaken such activities as youth engagement, succession planning and diversity. Members identified these areas of greatest interest now and in the coming years.
- b) Create an inventory of municipal “modernization projects” that focus on improving the efficiencies and public’s access to services in the Northwest. A repository of different types of “modernization” projects on NOMA’s website will facilitate the sharing and profiling of progress in the Northwest.
- c) Climate change impacts will continue and adaptation and mitigation techniques are important to the resiliency of communities and infrastructure. NOMA will collect and disseminate information such as resiliency planning. It will also monitor policy trends such as more recent provincial emphasis on electric vehicles and supporting infrastructure.
- d) In advance of the 2026 municipal election, NOMA will create an inventory of council remuneration and approaches in the Northwest. It will involve a membership survey.
- e) Amplify existing programs and services that are available to help Northwestern municipal governments save money on equipment/services.
- f) Yearly, NOMA will undertake several virtual focused and short learning sessions for members that will share practices and lessons learned on topics relevant to the northwest.
- g) To keep members informed, NOMA will continue to report out on its Board meetings as well as the progress of the activities within its Strategic Plan and how NOMA’s work with others on shared policy interests is proceeding.

iv. Enhance NOMA’s Administration in Support of Its Strategic Plan and Its Membership

- a) Investigate and build linkages with local educational institutes on the use of their students or project assignments to it on some of this Strategic Plan’s activities. These experiences may encourage students to consider local government for future employment.
- b) Look at federal or provincial summer student placement programs and investigate how other groups might assist NOMA on projects and gain work experience.
- c) Update the NOMA website to describe the Northwest, host the Strategic Plan and other information. People pull information from websites and will serve members.
- d) Build an elected officials mailing list post 2022 municipal election so that NOMA can communicate directly with council members and be compliant with Canada's anti-spam legislation (CASL). NOMA will gain efficiency in its communications and council members will get it in a timely manner.
- e) Look at different approaches to the annual conference planning. Conference planning involves a high level of intensive, time sensitive work that can impact progress on the Strategic Plan. The annual event is a significant political platform and is critical to NOMA’s reputation and finances.
- f) The activities of this Strategic Plan will be monitored regularly by the Board. It will undertake an annual review, adjust as the Plan as needed. It will prepare a final report in 2027. The annual review will consider any emerging issues and changing circumstances which may impact the activities and timing of the Plan.
- g) The evaluation of this Plan, the resources, approaches and outcomes will be valuable as NOMA works on a successor Strategic Plan process in 2025-2026.



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 27, 2022

Head of Council & Members of Council
CAOs & Staff – Rainy River District Municipalities
Service Providers – Board Members & Staff
Community Partners

Dear Representatives/Partners of the Rainy River District,

I would like to take this opportunity to invite you to the Annual General Meeting of the Rainy River District Social Services Administration Board to be held at La Place Rendezvous:

Thursday, May 19th, 2022 at 1:30pm

I would ask that your Municipality, Board and staff, RSVP the names and emails of the participants planning to attend by contacting Administrative Assistant, Jocelyn Nielson at jocelyn.nielson@rrdssab.on.ca or by phone at 807-274-5349 ext. 224, prior to **Thursday May 12th, 2022**.

I look forward to your attendance and the opportunity to discuss with you the current and future needs of our communities and district.

Sincerely,

Dan McCormick
CAO, Rainy River DSSAB

cc: Chair & Vice Chair RRDSSAB



Representing the Districts of Kenora, Rainy River and Thunder Bay
 P.O. Box 10308, Thunder Bay, ON P7B 6T8
www.noma.on.ca
 p. 807.683.6662 e. admin@noma.on.ca



For Release: May 4, 2022, Thunder Bay, ON

Gwayakocchigewin Limited Partnership and Hydro One enter into an agreement to advance the Waasigan Transmission Line project

Through this industry-leading agreement with Hydro One, First Nations communities will have the option to invest in a 50 per cent equity stake in a new transmission line that will support electricity reliability and economic growth in northwest Ontario

Today, Hydro One announced it entered into an agreement with Gwayakocchigewin Limited Partnership representing nine First Nations to advance the Waasigan Transmission Line project.

“The Northwestern Ontario Municipal Association strongly supports and celebrates Hydro One’s announcement of their new partnership,” said Wendy Landry, Mayor of Shuniah and President of the Northwestern Ontario Municipal Association. “NOMA has long advocated for reliable power to support community and industry growth. This is an important collaborative effort to support economic growth in the region and meet the future electricity demands for Northwestern Ontario which is expected to significantly increase. We are all stronger when we work together.”

“I would like to thank Hydro One for all your efforts in establishing this critical partnership that will provide a source of revenue to the First Nations communities that have joined in this agreement,” said Wendy Landry.

For more information, Hydro One’s press release can be found at: <http://hydroone.mediaroom.com/2022-05-04-Gwayakocchigewin-Limited-Partnership-and-Hydro-One-enter-into-an-agreement-to-advance-the-Waasigan-Transmission-Line-project>

You may also visit their website www.HydroOne.com for more information or follow them on facebook.com/hydrooneofficial, twitter.com/hydroone and instagram.com/hydrooneofficial

For more information contact: Wendy Landry, President, NOMA (807) 626-6686



Town of Arnprior Support for Humanitarian Efforts in Ukraine

To Whom it may concern,

Council of the Corporation of the Town of Arnprior passed the following resolution regarding supporting Ukraine in these difficult times. Council at their meeting, requested staff provide this resolution to all municipalities in the province of Ontario for their information.

Whereas the Council of the Corporation of the Town of Arnprior supports our Federal, Provincial and local municipalities in condemning the aggression and violent acts that Russia is taking upon Ukraine; and

Whereas on March 2, 2022 Mayor Stack issued a press release voicing the Town's support of "the Ukrainian people, who are fighting bravely against the invading Russian forces" and asked that everyone in Arnprior keep "these brave souls in our hearts and minds, and hope for a swift end to this conflict," and

Whereas the clock at the D.A. Gillies (Museum) will stay lit in blue and yellow until the attacks cease.

Therefore Be It Resolved That:

1. That Council support the humanitarian efforts in Ukraine with a \$1000.00 donation to the Canadian Red Cross Ukraine Humanitarian Crisis Appeal.
2. That the Mayor send a letter to the Ukrainian Embassy in Ottawa in support and solidarity of those in Ukraine, their friends and families across the globe and those of Ukrainian heritage within our community.

The Town of Arnprior has sent a donation to the Canadian Red Cross Ukraine Humanitarian Crisis Appeal, and the Mayor has issued a letter to the Ukrainian Embassy in Ottawa, as noted.

Sincerely,

Kaila Zamojski
Deputy Clerk
Town of Arnprior
613-623-4231 Ext. 1818



TOWN OF FORT FRANCES

MINUTES

SESSION NO. #21

April 18, 2022

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held virtually and in the Civic Centre on April 18, 2022 from 8:30 a.m. to 8:36 a.m.

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

ALSO PRESENT: F. Anwar, CAO, C. Vangel, CBO/Planner, P. Briere, By-law Enforcement Officer, K. Haney, Deputy Clerk

REGRETS: Councilor J. McTaggart, Mayor J. Caul

1. **Call to Order - Session no. 21/Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof**
3. **Approval of Previous Committee Minutes**
 - 3.1 Session no 20 - 21 March 2022 - Accepted as presented
4. **Items Referred from Council - none**
5. **New Business**
 - 5.1 SPC02-2020 Planning Report - PDEC 2022 - C. Vangel to move item forward to Council meeting of April 25, 2022.
6. **Outstanding Items - none**
7. **Information**
 - 7.1 PDEC Report - March By-Law Stats - Accepted as presented
8. **In-Camera - none**
9. **Adjourn @ 0836 hrs / Next Meeting Date - 02 May 2022**

Executive Committee Chair

Secretary, Planning & Development Executive Committee



TOWN OF FORT FRANCES

MINUTES

SESSION NO. #22

April 19, 2022

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held virtually and in the Civic Centre on April 19, 2022 from 12:00 p.m. to 12:27 p.m.

PRESENT: Chairperson W. Brunetta, Councillors D. Judson and A. Hallikas, Mayor J. Caul (ex-officio)

ALSO PRESENT: F. Anwar, CAO, D. Galusha, Treasurer, T. Moffit, Fire Chief/CEMC, A. Hansma, Human Resources Manager, K. Haney, Deputy Clerk, P. Briere, By-law officer

REGRETS:

1. **Call to Order @ 12:00 p.m.- Session no. 22 /Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof - none**
3. **Approval of Previous Committee Minutes**
 - 3.1 Session no 20 - 22 February 2022 - Accepted as presented
 - 3.2 Session no 21 - 22 March 2022 - Accepted as presented
4. **Items Referred from Council**
 - 4.1 Electronic Participation amendment - Committee thanked the Clerk for her work on this by law amendment. Committee comfortable with clerk making edit re waiving of 3 meeting limit during a declared emergency. Item to move forward to council meeting of 25 April 2022.
 - 4.2 Chem Free Grad Request - Committee all in favor to ensure safety and support for our grads. Committee recommendation to move item forward to Council meeting of 25 April 2022.
 - 4.3 Procurement Policy - As requested by Council, review of Procurement Policy occurs once per term and will start in early May with revised by-law to follow prior to nominations in August. OFEC discuss anything council member wish to see change. Given inflations, thresholds i.e. tendering, RFP bumping up to 50,000. Committee looking forward to upcoming reports.
5. **New Business**
 - 5.1 2022 Emergency Management Program Review - Completed 2022 review of TOFF. Changes made to remain consistent with provincial guidelines. Recommend council approve and by-law prepare. Shout out to Patrick Briere. Committee thanked Chief Moffit and Patrick Briere for putting this all together. Municipal Control Group did not have to add much to this review. HR Manager to be designated as alternate. Move forward to Council meeting of 25 April 2022.
6. **Outstanding Items - none**
7. **Information**

7.1 EMPCA 2021 compliance results - reflects good work of group.

- 8. **In-Camera - none**
- 9. **Adjourn / Next Meeting Date - May 3, 2022**

Executive Committee Chair

F. Anwar, CAO



TOWN OF FORT FRANCES

MINUTES

SESSION NO. #007

April 6, 2022

A meeting of the Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Microsoft Teams (virtual meeting resources) on Wednesday April 6, 2022 from 8:30 a.m. to 9:26 a.m.

PRESENT: Chairperson R. Wiedenhoeft - Councillor, M. Behan - Councillor, J. McTaggart - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, F.Anwar, CAO, Dawn Galusha, Treasurer (8:30 a.m. to 9:16 a.m.), Craig Miller, Environmental Superintendent (8:30 a.m. to 8:40 a.m.), Christina Zerba (8:30 a.m. to 8:51 a.m.), Kassia Regnier (8:30 a.m. to 8:51 a.m.) and Randy Thoms (8:44 a.m. to 9:26 a.m.)

1 Call to Order/Roll Call

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

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on March 23, 2022 - the minutes from the previous meeting were approved as circulated.

4 Items Referred from Council

4.1 Residential In-Home Food Waste Diversion Program - the administration report was approved as recommended.

5 New Business

5.1 Procurement Policy Review - timelines were reviewed and some questions asked.

- 5.2 Waste Transfer Agreement Renewal - MNRF - the administration report was approved as recommended.
- 5.3 Amending Agreement 2 with Product Care Association - the administration report was approved as recommended.
- 5.4 Award of RFP 2022-OF-04 - Detailed Engineering Design of the Portage Avenue Underpass Superstructure Rehabilitation - the administration report was approved as recommended.

6 Information

- 6.1 2021 Annual Report - Fort Frances Wastewater Treatment Plant - the Annual Report was received and will be forwarded on to Council as information only. No action required.
- 6.2 Fort Frances Wastewater Treatment Facility February 2022 Monthly Report - the Wastewater February report was received and will be forwarded to Council as information only. No action required.
- 6.3 Sewer and Water Data for 2022 - the sewer and data stats were received and will be forwarded on to Council as information only. No action required.

7 Adjourn / Next Meeting Date

- 7.1 Meeting adjourned 9:26 a.m.

Next meeting April 20, 2022

Executive Committee Chair

T. Rob, Manager of Operations & Facilities