

The Corporation of the
Municipality of Neebing

AGENDA for Regular Council meeting: August 11, 2021 at 6:00 p.m.

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/382666893>

You can also dial in using your phone.

Canada (Toll Free): [1 888 299 1889](tel:18882991889) Access Code: **382-666-893**

1. Preliminary Matters

- (a) Call to Order
- (b) Attendance
- (c) Accept/Amend the Agenda for this Meeting
- (d) Request/Receive Declarations of Pecuniary Interests under the Municipal Conflict of Interest Act (if any)

2. Hear Deputations from Audience Members

- | | | |
|-----|---|------|
| 2.1 | Christina Zardo will address Council regarding the Food Cycle Municipal Program | 1-16 |
|-----|---|------|

3. Consent Agenda: Minutes, Reports and Correspondence

- | | | |
|------|--|-------|
| 3.1 | Minutes of the Open Session portion of the Regular Meeting of Council held on July 7, 2021 (Recommendation to approve the minutes for both the open session (Item 3.1) and the Closed Session (Item 7.1), with any error corrections, as required.) | 17-26 |
| 3.2 | Minutes of the Open Session portion of the Special Meeting of Council held on July 13, 2021 (Recommendation to approve the minutes for both the open session (Item 3.2) and the Closed Session (Item 7.2), with any error corrections, as required.) | 27-29 |
| 3.3 | Minutes of the meeting of the Thunder Bay District Social Services Board held on June 17, 2021
(Recommendation to receive the minutes) | 30-35 |
| 3.4 | Voucher Report for the previous month – June 2021
(Recommendation to approve the vouchers in the agenda) | 36-40 |
| 3.5 | Voucher Report for the previous month – July 2021
(Recommendation to approve the vouchers in the agenda) | 41-47 |
| 3.6 | Report from Clerk-Treasurer Regarding Administrative Activity
(Recommendation to receive the report for information) | 48-50 |
| 3.7 | Report from Fire Chief Regarding Departmental Activity in June 2021
(Recommendation to receive the report for information) | 51-52 |
| 3.8 | Report from Fire Chief Regarding Departmental Activity in July 2021
(Recommendation to receive the report for information) | 53-54 |
| 3.9 | Report from Deputy Clerk-Treasurer Regarding Amendment to Speed Limit By-law
(Recommendation to receive the report for information.) | 55-56 |
| 3.10 | Report from Deputy Clerk-Treasurer Regarding Relief from Penalties
(Recommendation to receive the report for information.) | 57 |

3.11	Report from CEMC Regarding 2021 Emergency Plan and Program (Recommendation to receive the report for information.)	58
3.12	Correspondence from Ministry of Municipal Affairs and Housing, received August 3, 2021, Regarding Upcoming Legislative Changes (Recommendation to receive the correspondence for information.)	59-60
3.13	Information Correspondence List (Recommendation to receive the correspondence for information)	61-64

4. Reports and Correspondence Requiring Direction

4.1	Verbal Report from Clerk-Treasurer Regarding Recommendations from Committee of the Whole (Recommendation to accept the recommendations from the Committee.)	-
4.2	Report from Clerk-Treasurer Regarding Promotional Video Project (Recommendation to approve the video script, with edits as required.)	65-66
4.3	Report from Deputy Clerk-Treasurer Regarding Surplus Assets (Recommendation to authorize the sale of surplus assets as outlined in the report.)	67-70
4.4	Report from Deputy Clerk-Treasurer Regarding Application for Severance in Oliver Paipoonge near the Stanley Pit (Recommendation to provide direction.)	71-76
4.5	Report from Deputy Clerk-Treasurer Regarding NOHFC Project Cost Overruns (Recommendation to provide direction.)	77
4.6	Correspondence from Neebing Fire Rescue Association, received July 19, 2021, Regarding Stain for Building at Sand Hill Landfill (Recommendation to approve the request for stain and paint supplies.)	78-79
4.7	Correspondence from Lisa Dampier, received July 23, 2021, Regarding Request to Use Municipal Office Parking Lot for Vendor Market (Recommendation to authorize use of the parking lot for a vendor market.)	80
4.8	Correspondence from Northumberland County and City of Toronto, received July 30 and June 24, 2021, Regarding Provincial Offences Act - Advocacy for Regulatory and Legislative Changes (Recommendation to provide direction.)	81-92
4.9	Correspondence from Township of Albertain and Municipality of Sioux Lookout, received July 15 and 30, 2021, Regarding Action for the Impacts of Drought Conditions (Recommendation to provide direction.)	93-100
4.10	Correspondence from City of Woodstock, received July 19, 2021, Regarding Affordable Housing Crisis in Canada (Recommendation to provide direction.)	101-102
4.11	Correspondence from Township of Chapple, received July 14, 2021, Regarding Request for Disaster Relief Plan (Recommendation to provide direction.)	103-104

5. By-laws for Passage

(Recommendation in each case is to pass the by-law)

5.1	By-law 2021-030 to amend the speed limit by-law	105-106
5.2	By-law 2021-031 to amend the zoning by-law	107-109

5.3	By-law 2021-032 to authorize execution of funding agreement	110-166
5.4	By-law 2021-033 to approve the Emergency Response Plan and Program	167-198
6.	New Business - Announcements	
	Members of Council and Senior Administration have the opportunity to advise others of events or share other information.	
7.	Closed Session	
	Council will enter closed session under those paragraphs of Subsection 239(2) of the Municipal Act, 2001 for which the meeting was closed, to consider items 7.1 and 7.2(minutes of the Closed session of the prior Council meeting); and Under paragraph 239(2)(b) to consider items 7.5 and 7.6, involving personal matters about identifiable individuals; and Under paragraph 239(2)(c) to consider item 7.4, involving a proposed or pending acquisition or disposition of land by the municipality; and Under paragraph 239(2)(a) to consider item 7.3, involving security of the property of the municipality	
7.1	Minutes of the Closed Session portion of the Regular Meeting of Council held on July 7, 2021 (Recommendation to approve the minutes is included in the consent agenda)	199-200
7.2	Minutes of the Closed Session portion of the Special Meeting of Council held on July 13, 2021 (Recommendation to approve the minutes is included in the consent agenda)	201
7.3	Confidential portion of the Emergency Response Plan (related to Items 3.11 and 5.4) Recommendation to approve the confidential portion of the plan.	202-252
7.4	Report from Clerk-Treasurer Regarding Offer to Purchase Property (Recommendation to provide direction)	253-266
7.5	Report from Clerk-Treasurer Regarding Personnel Matters (Part 1) (Recommendation to provide direction.)	267-270
7.6	Report from Deputy Clerk-Treasurer Regarding Personnel Matters (Part 2) (Recommendation to provide direction.)	271
	Council will rise from Closed Session	
	Matters Arising from Closed Session	
	Resolutions relating to Items 7.3-7.6	
8.	Confirmation By-law	
8.1	By-law 2021-034, to confirm the proceedings of the meeting (Recommendation to pass the by-law)	272
9.	Adjourn the Meeting	

From: noreply@neebing.org
Sent: Thursday, July 22, 2021 4:06 PM
To: Erika Kromm
Subject: Partnership for Impact Canada Food Waste Challenge

Hello,

My name is Christina Zardo, and I'm the Municipal Solutions Manager at Food Cycle Science. Our company provides municipalities with residential food waste diversion solutions to reduce the amount of organics going to landfill.

FoodCycler has received federal funding from the Impact Canada / Agriculture and Agri-Food Canada Food Waste Reduction Challenge to expand our municipal programs. We are working with several municipalities across Canada, notably, the City of Nelson (BC), the Town of Hay River in (NWT), the Township of Algonquin Highlands (ON), and the Municipality of Killarney (ON). We are seeking additional implementation partners to be part of this program which comes with direct investment into your community to offset the cost of the program.

FoodCycler's technology transforms food waste into a natural soil amendment in hours. About the size of a bread maker, the FoodCycler runs anywhere with a plug, usually in a kitchen, garage, or basement. Food waste weight and volume is reduced by ~90%, leaving users with a pathogen-free and sterile biomass that has many beneficial uses (E.g., natural fertilizer for one's garden or as a replacement fuel source for home heating).

For municipalities, no green bin collection or processing infrastructure is required and GHGs are reduced by 95% vs. sending food waste to landfill. Operating costs are low, there are fewer garbage trucks on the road, landfill lifespan is extended, and your residents can take part in an innovative solution to fighting climate change.

We would like to appear as a delegation to share information with council and see if there would be interest in participating in the Impact Canada pilot program. Please let me know of any additional resources that might be helpful such as staff reports from other municipalities, survey results, or technical documentation.

We appreciate your time and consideration as we await your reply.

Thank you,
Christina Zardo
613-402-7999

Origin: <https://www.neebing.org/Modules/contact/search.aspx?s=kMFTAgqheC3VGuEcL3IbkAeQuAleQuAl>

This email was sent to you by Christina Zardo<christinaz@foodcycler.com> through <https://www.neebing.org>.



FOODCYCLERTM MUNICIPAL SOLUTIONS



ABOUT US

- Canadian company based out of Ottawa, ON
- Founded in 2011 – Company is 100% focused on Food Waste Diversion Solutions
- Products available in North America through FoodCycler Municipal / Vitamix and internationally through network of distributors & OEM partners



THE PROBLEM – FOOD WASTE

- **63%** of food waste is avoidable
- Household waste is composed of **25-50%** organic waste
- Food waste weight is up to **90%** liquid mass (which is heavy)
- The average Canadian household spends **\$1,766** on food that is wasted each year
- Each year food waste in Canada is responsible for **56.6 Million tonnes of CO2** equivalent of GHG



MUNICIPAL IMPACT

WASTE MANAGEMENT IS A MUNICIPAL RESPONSIBILITY

LANDFILL

- ~**25-50%** of household waste is organic waste
- Landfills are filling up fast, creating cost and environmental issues

ENVIRONMENT

- Landfilled organic waste produces methane, which is **25 times** more harmful than CO₂
- 1 tonne of food waste is equivalent to 1 car on the road for one year



COMMUNITY

Food in the garbage:

- More frequent collection or trips to the disposal site
- Unpleasant odours
- Animals, pests & other visitors



Removing food waste from garbage:

- Volume is reduced by up to 50%
- Less frequent collection, fewer trips to disposal site, save on bag tags
- Keeps odours out, makes garbage much less “interesting” for animals

HAVEN'T WE SOLVED THIS ALREADY?



GREEN BINS

- Preferred solution for **larger cities** where **dense housing** and large processing facilities generate **economies of scale**
- **Contamination** is an ongoing challenge
- GHG emissions from curbside collection
- **Safety** concerns from additional trucks on the road



BACKYARD COMPOST

- **Cost-effective** but can be **labor-intensive** also
- May attract pests/animals or create unpleasant **odors**
- Most users **do not compost in winter** or inclement weather
- **Adoption rates are relatively low and stagnant**



LANDFILL

- **Easiest solution** and often perceived as the most cost-effective in the short term
- Waste is typically **out of sight and out of mind** for consumers
- High levels of GHG emissions, particularly **methane**
- Long-term **environmental hazard** requires monitoring / maintenance

THE SOLUTION

IN THREE SIMPLE STEPS



1. Add waste to bucket

2. Add bucket to unit

3. Press Start. That's it!



Vegetable &
Fruit Scraps



Dairy Products



Starches



Tea bags & Coffee
grinds



Nut shells, nuts
& seeds



Meat, poultry
& fish



Fish & Poultry
Bones



Egg shells



The resulting by-product can be
used in many applications.

90% FOOD WASTE REDUCTION

1 KG (2.5L) of wet,
smelly food waste

100 G of dry, sterile &
odorless soil amendment

4-8 HOURS + 0.8 kWh
<10 cents / cycle



IMPACT

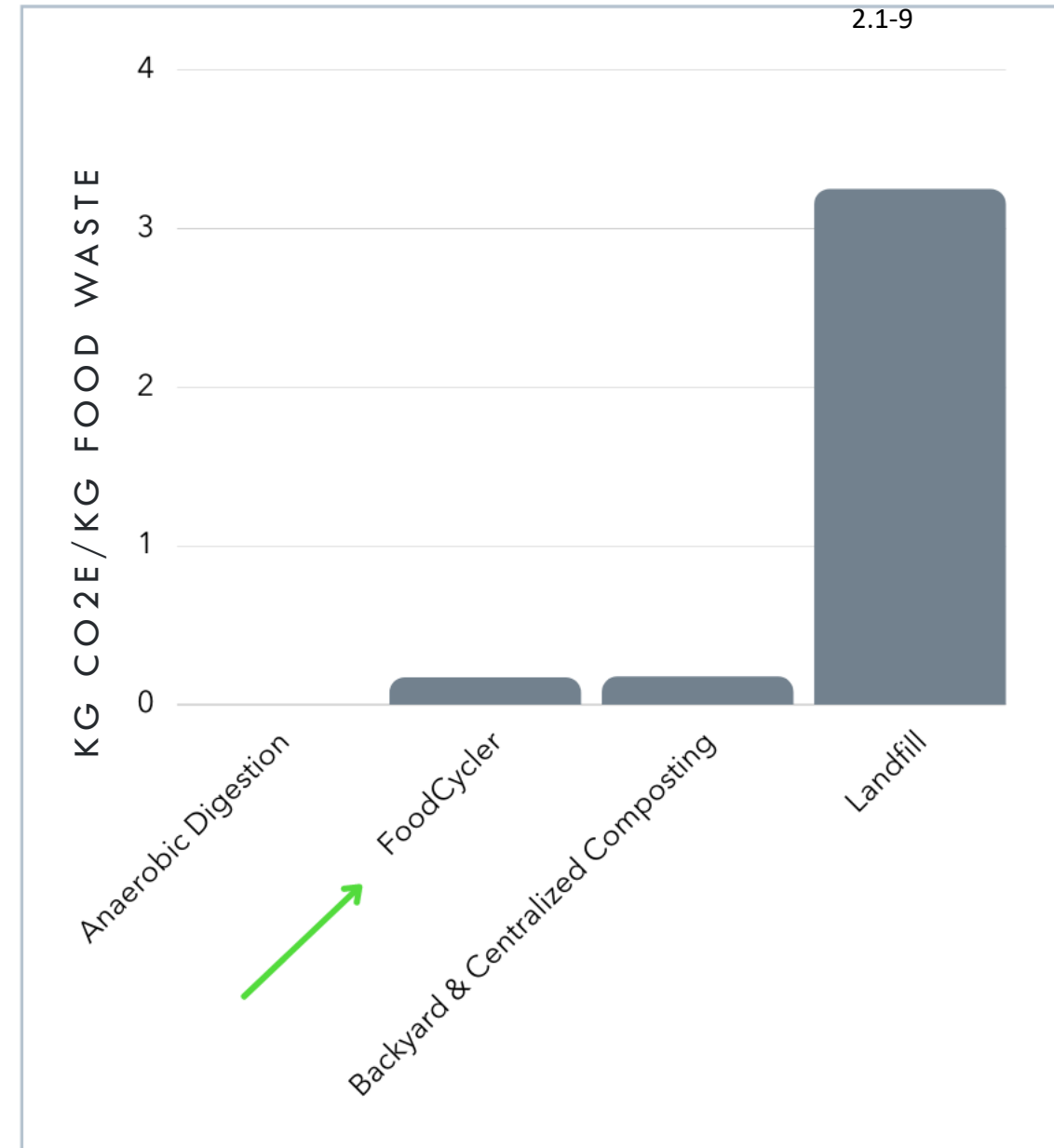
ENVIRONMENT

FOODCYCLER IS COMPARABLE TO:

- Central composting (with no transportation emissions)
- Backyard composting (if done correctly)
- **FoodCycler offers >95% reduction in CO2E vs. sending food waste to landfill**

Source: Based on carbon intensity of power grid = 0.08 kg/kWh in Ontario

**Incorrect backyard composting can lead to methane gases and odours



IMPACT

ECONOMIC

EXAMPLE OF IMPACT ON WASTE MANAGEMENT OPERATING COSTS



+



+



=

**\$170 – \$250
/TONNE**

HAULING FEE

TRANSFER STATION
OPERATION

DISPOSAL FEE



=

**< \$120
/TONNE**

NO TRANSPORTATION OR PROCESSING

* FoodCycler is a locked-in price not subject to wage increases, fuel surcharges or fee hikes

IMPACT

REGULATORY + SOCIAL PRESSURE

THE TIME IS NOW

- Constituents want **solutions** to reduce their environmental impact
- Waste is perceived as a government problem and **regulations** are coming
- Food waste is “low-hanging fruit” to achieving higher **diversion** and addressing the environmental impact of waste



Ministry of the Environment, Conservation, and Parks Food and Organic Waste Policy Statement:

Person or entity	Target
a) Municipalities subject to policy 4.1	70% waste reduction and resource recovery of food and organic waste generated by single-family dwellings in urban settlement areas by 2023
b) Municipalities in Southern Ontario subject to policy 4.2i	70% waste reduction and resource recovery of food and organic waste generated by single-family dwellings in urban settlement areas by 2025
c) Municipalities in Southern Ontario subject to policy 4.2ii	50% waste reduction and resource recovery of food and organic waste generated by single-family dwellings in urban settlement areas by 2025
d) Municipalities in Northern Ontario subject to policy 4.3	50% waste reduction and resource recovery of food and organic waste generated by single-family dwellings in urban settlement areas by 2025
e) Multi-unit residential buildings subject to policy 4.10	50% waste reduction and resource recovery of food and organic waste generated at the building by 2025
f) Industrial and commercial facilities subject to policy 4.14	70% waste reduction and resource recovery of food and organic waste generated in the facility by 2025

THE NELSON PILOTS



250 Households

Participated in the 2020 FoodCycler Pilot Programs.

25 tonnes

Approximately 25 tonnes of food waste were diverted over a 3-month period. Diversion continues to this day!



“WOULD YOU RECOMMEND FOODCYCLER?”

83% Yes

<1% No.

5.5% - Undecided.

5.5% - Need more time.

5.5% - Other.

4.5

Average rating

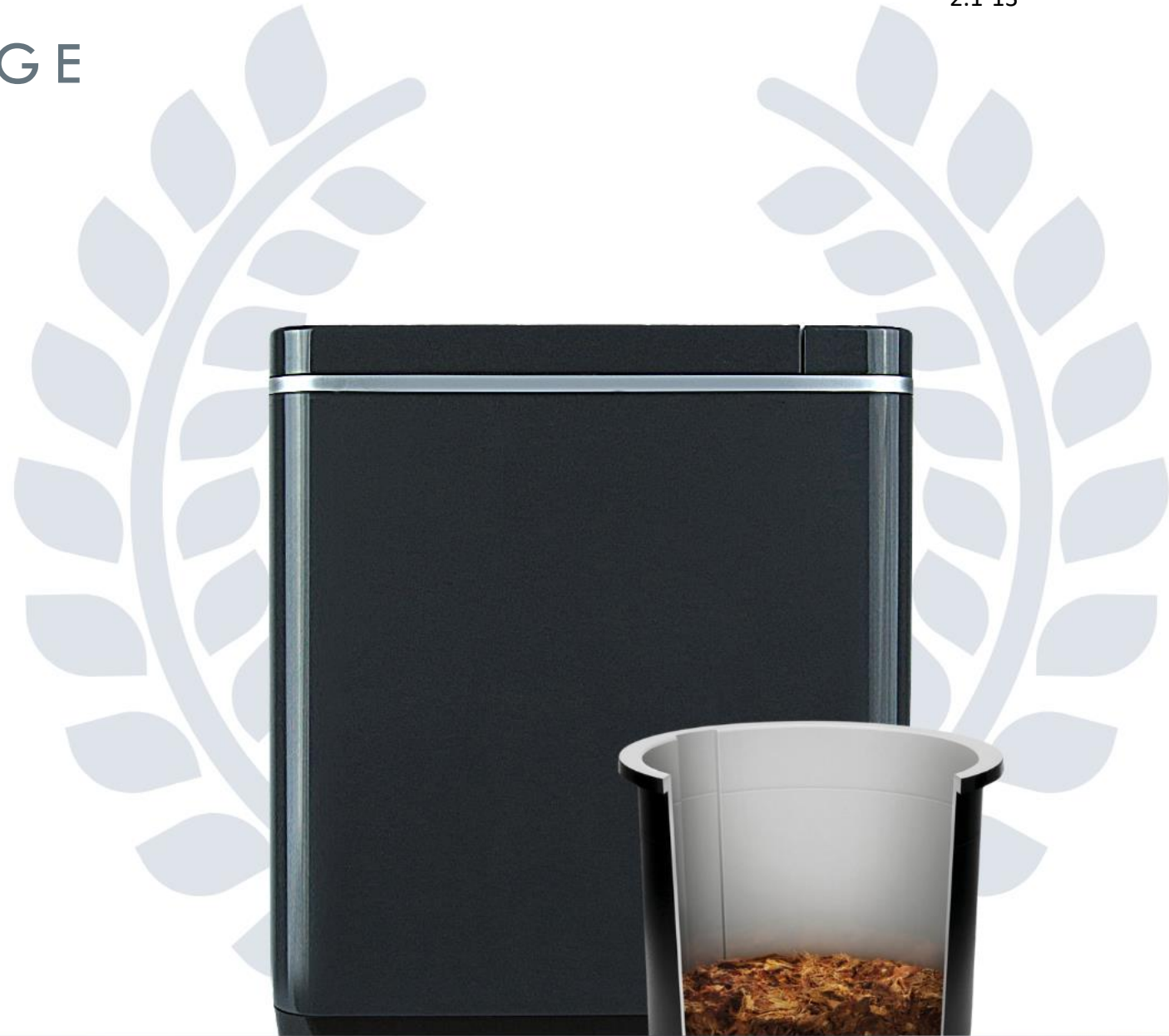
FOOD WASTE CHALLENGE

IMPACT CANADA SEMI-FINALIST

Prizes

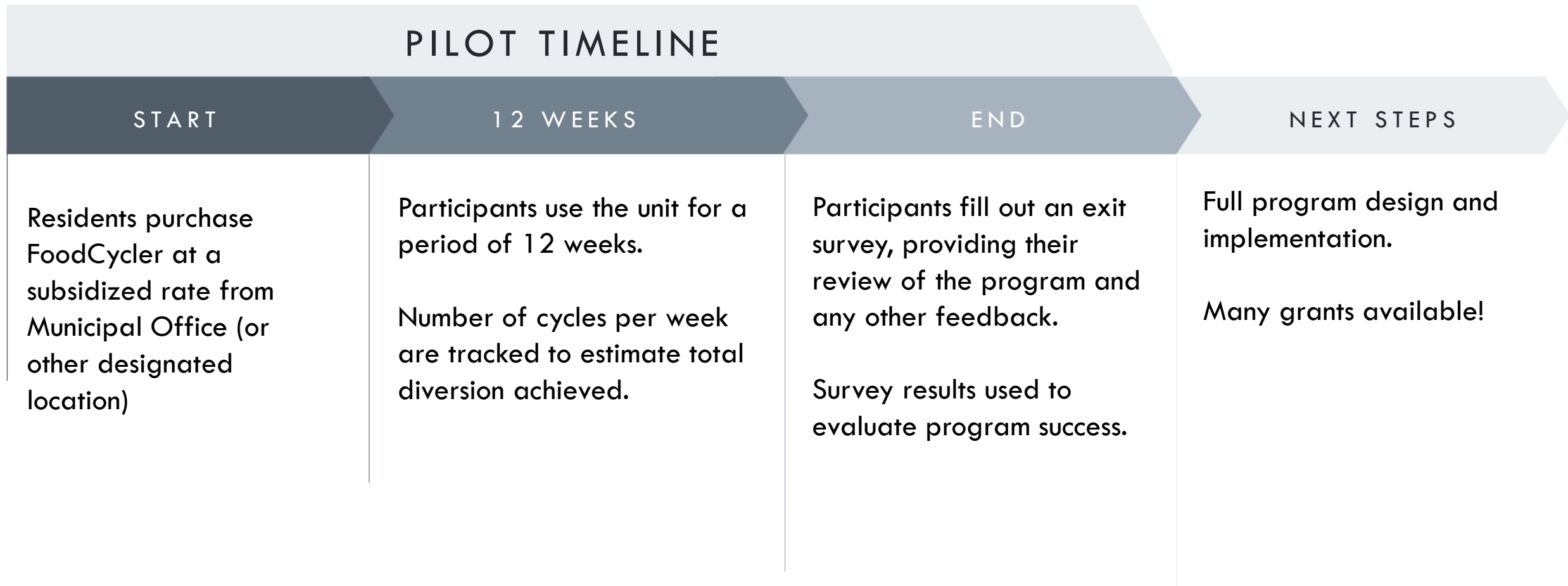
1. Semi-Finalists in Stage 1 received \$100,000
2. Semi-Finalists will move into Stage 2 and compete for a chance to be a Finalist and receive approximately \$400,000
3. Finalists will compete in Stage 3 to win one of two Grand Prizes of up to \$1,500,000

IN PARTNERSHIP WITH:



PILOT PROGRAM

12 WEEKS FROM START TO FINISH

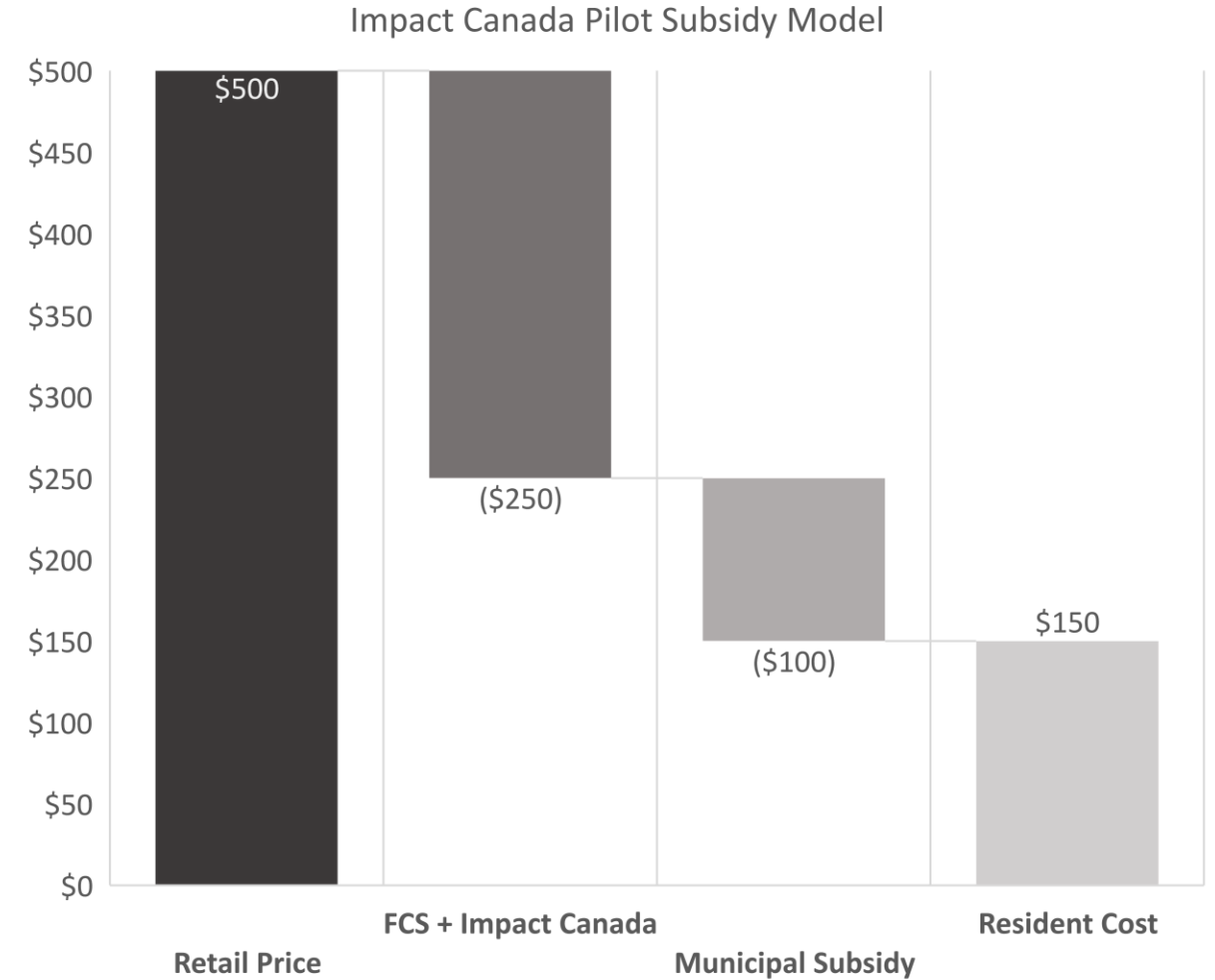


IMPACT CANADA - ROUND 2 OF FUNDED PILOTS LAUNCHES Q4 2021

Program recommendations:

Municipality Population	Pilot Scope	Municipal Investment
<2500 residents	36 households	\$5,000
2500 – 10,000 residents	100 households	\$12,500
>10,000 residents	250 households	\$30,000

- Includes shipping allowance
- Prices before applicable taxes



THANK YOU

ANY QUESTIONS?

Alex Hayman

Director of Strategy and Municipal Solutions

Email: alexh@foodcyclr.com

Phone: 613-979-4167

Christina Zardo

Manager of Municipal Solutions

Email: christinaz@foodcyclr.com

Phone: 613-402-7999

THE CORPORATION OF THE MUNICIPALITY OF NEEBING

MINUTES OF THE REGULAR MEETING OF COUNCIL

Held using GoToMeeting Web Conference System

On Wednesday, July 7, 2021

PRESENT: Mayor Erwin Butikofer
 Blake Councillor Mark Thibert
 Scoble Councillor Brian Kurikka
 Councillor at Large Gordon Cuthbertson
 Pardee Councillor Curtis Coulson
 Crooks Councillor Brian Wright
 Pearson Councillor Gary Gardner

Erika Kromm, Clerk-Treasurer
 Laura Jones, Deputy Clerk-Treasurer
 Courtney Lanthier, Economic Development Officer

PUBLIC:

Kevin Cadieux
 John Riley

1. PRELIMINARY MATTERS:

- (a) Call to Order: Mayor Butikofer called the meeting to order at 6:00 p.m.
- (b) Attendance: Attendance was recorded.
- (c) Accept/Amend the Agenda:

Res. No. 2021-07-157

Moved by: Councillor Wright
 Seconded by: Councillor Thibert

BE IT RESOLVED THAT THAT the agenda for this regular meeting of Council be approved as presented.

CARRIED ✓

- (d) Declarations of Interest:

No declarations of pecuniary interests under the Municipal Conflict of Interest Act were brought forward.

2. HEAR DEPUTATIONS FROM AUDIENCE MEMBERS

2.1 John Riley addressed Council regarding West Oliver Lake

Mr Riley had been recently informed that Neebing's intent is to expand the parking area at West Oliver Lake, and he is opposed to that plan.

Mayor Butikofer stated that problems with parking at West Oliver Lake have been ongoing for many years. There were a number of discussions, including with residents, about parking concerns and there was a site visit where solutions to alleviate parking issues were discussed. That meeting took place in 2019 and it took two years to obtain a work permit from MNR and then clear the project with the LRCA. The project will create angle parking and the berm will be covered with rock. It is slated to be done in the fall after the summer swimming season is over.

Mr Riley stated that the problem with parking is that parking is not policed. He stating that the plan to create angle parking spots will cause additional safety concerns with kids running between cars. He does not want more parking created. He does not want money to be spent on creating more parking so more people will be down there throwing their garbage on the ground.

Councillor Kurikka recalled a meeting from 2019 where Mr. Riley was in attendance and it was stated that parking was a concern. Mayor Butikofer stated the parking area decision was made on behalf of community improvement.

Mr. Riley stated that he lives there and has to put up with noise and crap. We are going to fight it [the additional parking].

Mayor Butikofer invited comments from the rest of Council.

Councillor Coulson stated there have been parking complaints for as number of years

Mr. Riley stated that half the time the problem is that people do not obey the no parking signs. And that the no parking signs were not enforced.

Councillor Cuthbertson stated that he did not understand why the OPP were not enforcing the no parking signs.

Councillor Wright stated he recalled talking with Mr. Riley about parking issues in the past. He stated we can address policing, but had thought people had agreed that creating additional parking spaces was a good idea. Councillor Wright is on the Police Services board and he will raise the issue about parking enforcement at the Police Services Board.

Councillor Gardner stated he was at a meeting held over a year ago, and he thought there was an agreement to create more parking spaces.

Councillor Thibert thanked Mr Riley for his valued input. He stated that if the signs are valid under the highway traffic then the OPP does the enforcement; they are not enforced by a municipal by-law officer.

Councillor Kurikka stated that people are encouraged to report illegal activity to the OPP.

Mr. Riley stated that he would have to be phoning the OPP all the time and would not do that.

Mayor Butikofer stated that when calls come in to the OPP, then focussed patrols are dispatched based on the time of the calls and number of calls. Calls need to be made.

Mayor Butikofer stated that in the interest of time, the next item on the agenda would be addressed.

2.2 Kevin Cadieux addressed Council regarding West Oliver Lake

Mr. Cadieux stated he agreed with everything Mr. Riley said. He does not think a few extra parking spots will fix the problems at West Oliver Lake. He thanked Ms. Kromm for getting him notes, and said that there were complaints by residents. But no one in the area knew that more parking was being proposed.

Mr. Cadieux stated that he thinks money would be better spent on improving the road conditions in the area. He said there was one suggestion in the documentation he received to hire security in the area. He thought hiring security might be a good idea

Mayor Butikofer invited comments from the rest of Council.

Councillor Cuthbertson said he believed we needed more enforcement.

Council stated that another meeting to look at the project location and discuss options would be a good idea. Tentative meeting date was set for August 5, at 6 pm. Ms. Kromm will send a letter to everyone in the area informing them about the meeting.

Council thanked Mr. Cadieux for his time and his comments.

3. CONSENT AGENDA: MINUTES, REPORTS AND CORRESPONDENCE

- 3.1 Minutes of the Special Meeting of Council held on June 16, 2021 (Recommendation to approve the minutes, with any error corrections, as required.)
- 3.2 Minutes of the Open Session portion of the Regular Meeting of Council held on June 16, 2021 (Recommendation to approve the minutes for both the open session (Item 3.1) and the Closed Session (Item 7.1), with any error corrections, as required.)
- 3.3 Minutes of the meeting of the Thunder Bay District Social Services Board held on May 20, 2021 (Recommendation to receive the minutes)
- 3.4 Report from Clerk-Treasurer Regarding Administrative Activity (Recommendation to receive the report for information)
- 3.5 Report from Working Roads Foreman Regarding Departmental Activity in May (Recommendation to receive the report for information)

- 3.6 Correspondence from Bell Canada, received June 25, 2021, Regarding NG911 Implementation Updates
(Recommendation to receive the correspondence for information.)
- 3.7 Correspondence from Lakehead Region Conservation Authority, received June 23, 2021, Regarding Proposed Regulations Under the Conservation Authorities Act
(Recommendation to receive the correspondence for information.)
- 3.8 Information Correspondence List
(Recommendation to receive the correspondence for information.)
- Res. No. 2021-07-158

Moved by: Councillor Wright
Seconded by: Councillor Cuthbertson

BE IT RESOLVED THAT Council approve the recommendations from Administration with respect to all of the items on the consent agenda portion of this evening's meeting, being Items 3.1, through 3.8, and item 7.1 the closed session minutes from June 16, 2021.

CARRIED ✓

4. REPORTS AND CORRESPONDENCE RECEIVED REQUIRING DIRECTION:

- 4.1 Report from Economic Development Officer Regarding Branded Clothing
Members present discussed the report.
- Res. No. 2021-07-159

Moved by: Councillor Thibert
Seconded by: Councillor Kurikka

BE IT RESOLVED THAT Council authorizes Administration to purchase branded clothing as outlined in the report.

CARRIED ✓

- 4.2 Report from Clerk-Treasurer Regarding OPP Detachment Boards
Members present discussed the report.
- Res. No. 2021-07-160

Moved by: Councillor Coulson
Seconded by: Councillor Kurikka

WHEREAS the Provinces is requesting that municipalities submit proposals for the new structures of the OPP Police Service Boards;

AND WHEREAS the five municipalities in the Thunder Bay Detachment have met to discuss and propose new police services board structures;

THEREFORE BE IT RESOLVED that Council of the Municipality of Neebing support the creation for two polices services boards in the Thunder Bay Detachment with the following structure:

- A five member board for Municipality of Shuniah; and
- A seven member board for Municipality of Neebing and Townships of Conmee, Gillies and O'Connor.

AND FURTHER THAT Council commits to work with the Municipality of Shuniah and Townships of Conmee, Gillies and O'Connor to determine the participation of the First Nations in the police services boards.

AND FURTHER that the draft letter inviting First Nation participation received by the municipality on July 7th, 2021, be sent to relevant First Nations.

CARRIED ✓

4.3 Report from Clerk-Treasurer Regarding Recommendations from the Tender Review Committee

Members present reviewed the report.

Res. No. 2021-07-161

Moved by: Councillor Wright
Seconded by: Councillor Cuthbertson

BE IT RESOLVED THAT Council awards the gravel crushing tender to Kamlander Crushing Ltd.

CARRIED ✓

Res. No. 2021-07-162

Moved by: Councillor Coulson
Seconded by: Councillor Cuthbertson

BE IT RESOLVED THAT Council will hold a special meeting at July 13, 2021 to award the RFP consulting engineering services for bridge replacements.

CARRIED ✓

4.4 Report from Clerk-Treasurer Regarding Community Safety and Wellbeing Plan

Members present reviewed the report.

Res. No. 2021-07-163

Moved by: Councillor Thibert
Seconded by: Councillor Gardner

BE IT RESOLVED THAT Council adopt the Community Safety and Well-Being Plan, as appended to the report.

CARRIED ✓

4.5 Report from Deputy Clerk-Treasurer Regarding Request to Waive Purchasing By-law Activity

Members present reviewed the report.

Res. No. 2021-07-164

Moved by: Councillor Thibert
Seconded by: Councillor Coulson

BE IT RESOLVED THAT Council waives the purchasing by-law to sole source oxygen canisters that fit existing breathing apparatus, for the reasons outlined in the report.

CARRIED ✓

4.6 Correspondence from Schooley Mitchell, received June 21, Regarding Cost Reduction Services

Members present reviewed the correspondence. No resolution was passed.

4.7 Correspondence from Municipality of St. Charles, received June 28, 2021, Regarding Municipal Land Transfer Tax

Members present reviewed the correspondence. No resolution was passed.

4.8 Correspondence from MP Peter Julian, received June 17, 2021, Regarding Bill C-313 Banning Symbols of Hate

Res. No. 2021-07-165

Moved by: Councillor Kurikka

Seconded by: Councillor Thibert

BE IT RESOLVED THAT On behalf of the residents of the Municipality of Neebing, the Mayor and Council of Neebing endorse MP Peter Julian's private member's motion, Motion M-84 Anti-Hate Crimes and Incidents and his private member's bill Bill-C 313 Banning Symbols of Hate Act

CARRIED ✓

4.9 Correspondence from Township of Georgian Bay, received June 18, 2021, Regarding Bill 279 – Environmental Protection Amendment Act (Microplastics Filters for Washing Machines.)

Members present discussed the correspondence.

Res. No. 2021-07-166

Moved by: Councillor Coulson

Seconded by: Councillor Wright

BE IT RESOLVED THAT Council supports the correspondence from the Township of Georgian Bay regarding Bill 279.

DEFEATED X

4.10 Correspondence from St. Catharines, received May 31, 2021, Regarding Lyme Disease Awareness Month.

Members present reviewed the correspondence.

Res. No. 2021-07-167

Moved by: Councillor Gardner

Seconded by: Councillor Kurikka

BE IT RESOLVED THAT Council endorse the resolution from St. Catharine's regarding Lyme Disease National Awareness Month and

BE IT FURTHER RESOLVED that supports the building of a province wide awareness campaign with on-line resources for families with Lyme Disease

CARRIED ✓

5. **BY-LAWS**

5.1 **By-Law 2021-027 To Repeal By-Law 395-1997 Which Regulates the Establishment of Trails for Motorized Snow Vehicles**

Res. No. 2021-07-168

Moved by: Councillor Kurikka

Seconded by: Councillor Thibert

BE IT RESOLVED THAT By-law 2021-027 to repeal By-law 395-1997 which regulates the establishment of trails for motorized snow vehicles, be passed

CARRIED ✓

6. **NEW BUSINESS - ANNOUNCEMENTS**

Councillor Wright requested that the traffic and vehicular speed counter be placed within the slow speed area on Cloud Lake Road.

Councillor Gardner provided an update on the rink boards for Alf Olsen Park. He estimates two to three more session will complete the forms.

Councillor Cuthbertson stated that our noise bylaw was not adhered to by a builder who was working on Canada Day. He asked that a copy of the noise by-law be attached to building permits so people are aware of it.

Councillor Thibert requested the Council consider when face-to-face meetings would be held.

Ms. Kromm advised that the latest vaccination figure in Neebing is sitting at 62% of the population having first doses. She stated that we cannot meet in person until the Province enters stage three and the vaccination rate is sitting at 75%.

Councillor Kurikka is encouraged by some of the new businesses that are relocating to Neebing. Would like to be able to promote the businesses.

Ms. Jones states that a call had come into the office, and a post appeared on social media regarding the washroom facilities at West Oliver Lake. Council determined to increase the number of pump-outs to the end of the summer.

7. **CLOSED SESSION**

Res. No. 2021-07-169

Moved by: Councillor Wright

Seconded by: Councillor Thibert

BE IT RESOLVED THAT, the time being 8:05 p.m. Council will enter closed session under those paragraphs of Subsection 239(2) of the Municipal Act, 2001 for which the meeting was closed, to consider item 7.1 (minutes of the Closed session of the prior Council meeting); and
Under paragraph 239(2)(b) to consider item 7.2, involving personal matters about identifiable individuals; and
Under paragraph 239(2)(c) to consider item 7.3, involving a proposed or pending acquisition or disposition of land by the municipality.

CARRIED ✓

During Closed Session the following resolution was passed

Res. No. 2021-07-170

Moved by: Councillor Cuthbertson
Seconded by: Councillor Coulson

BE IT RESOLVED THAT, the time being 8:25 p.m., Council rise from closed session and report in open session.

CARRIED ✓

Matters Arising from Close Session

7.1 Minutes of the Closed Session portion of the Regular Meeting of Council held on June 16, 2021

This item was approved as part of the consent agenda

7.2 Report from Clerk-Treasurer Regarding Personnel Matters

7.3 Report from Clerk-Treasurer Regarding Offers to Purchase Property

Res. No. 2021-07-171

Moved by: Councillor Thibert
Seconded by: Councillor Coulson

BE IT RESOLVED THAT with respect to Items 7.2 and 7.3 on this evening's Closed Session agenda, Administration is authorized to proceed as directed in Closed Session.

CARRIED ✓

8. CONFIRMATION BY-LAW

8.1 By-law 2021-028 To Confirm the Proceedings of the Meeting

Res. No. 2021-07-172

Moved by: Councillor Thibert
Seconded by: Councillor Kurikka

BE IT RESOLVED THAT By-law 2021-028, to confirm the proceedings of this evening's meeting, be passed as presented.

CARRIED ✓

9. ADJOURN THE MEETING:

There being no further business to attend to, Mayor Butikofer adjourned the meeting at 8:27 p.m.

REGULAR MEETING OF COUNCIL

Erwin Butikofer
MAYOR

Erika Kromm
CLERK-TREASURER

THE CORPORATION OF THE MUNICIPALITY OF NEEBING

MINUTES OF THE SPECIAL MEETING OF COUNCIL

Held using GoToMeeting Web Conference System

On Wednesday, July 13, 2021

PRESENT: Mayor Erwin Butikofer
 Blake Councillor Mark Thibert
 Scoble Councillor Brian Kurikka
 Councillor at Large Gordon Cuthbertson
 Pardee Councillor Curtis Coulson
 Crooks Councillor Brian Wright
 Pearson Councillor Gary Gardner

Erika Kromm, Clerk-Treasurer

1. PRELIMINARY MATTERS:

- (a) Call to Order: Mayor Butikofer called the meeting to order at 6:00 p.m.
- (b) Attendance: Attendance was recorded.
- (c) Accept/Amend the Agenda:

Res. No. 2021-07-173

Moved by: Councillor Cuthbertson

Seconded by: Councillor Thibert

BE IT RESOLVED THAT THAT the agenda for this special meeting of Council be approved as presented.

CARRIED ✓

- (d) Declarations of Interest:

No declarations of pecuniary interests under the Municipal Conflict of Interest Act were brought forward.

2. REPORTS AND CORRESPONDENCE RECEIVED REQUIRING DIRECTION

2.1 Report from Clerk-Treasurer Regarding Recommendations from the Tender Review Committee

Members present discussed the report.

Res. No. 2021-07-174

Moved by: Councillor Wright

Seconded by: Councillor Coulson

BE IT RESOLVED THAT Council awards the contract for consulting engineering services for bridge replacements on Pardee and Farm Roads to TBT Engineering Ltd.

CARRIED ✓

3. CLOSED SESSION

Res. No. 2021-07-175

Moved by: Councillor Thibert
Seconded by: Councillor Kurikka

BE IT RESOLVED THAT, the time being 6:08 p.m. Council will enter closed session under paragraph 239(2)(c) to consider item 3.1, involving a proposed or pending acquisition or disposition of land by the municipality..

CARRIED ✓

During Closed Session the following resolution was passed

Res. No. 2021-07-176

Moved by: Councillor Cuthbertson
Seconded by: Councillor Coulson

BE IT RESOLVED THAT, the time being 6:11 p.m., Council rise from closed session and report in open session.

CARRIED ✓

Matters Arising from Close Session

3.1 Report from Clerk-Treasurer Regarding Offers to Purchase Property

Res. No. 2021-07-177

Moved by: Councillor Kurikka
Seconded by: Councillor Wright

BE IT RESOLVED THAT with respect to Item 3.1 on this evening's Closed Session agenda, Administration is authorized to proceed as directed in Closed Session.

CARRIED ✓

4. CONFIRMATION BY-LAW

8.1 By-law 2021-029 To Confirm the Proceedings of the Meeting

Res. No. 2021-07-178

Moved by: Councillor Gardner
Seconded by: Councillor Coulson

BE IT RESOLVED THAT By-law 2021-029, to confirm the proceedings of this evening's meeting, be passed as presented.

CARRIED ✓

5. ADJOURN THE MEETING:

There being no further business to attend to, Mayor Butikofer adjourned the meeting at 6:14 p.m.

REGULAR MEETING OF COUNCIL

Erwin Butikofer
MAYOR

Erika Kromm
CLERK-TREASURER



**THE DISTRICT OF THUNDER BAY
SOCIAL SERVICES ADMINISTRATION BOARD**

BOARD MINUTES

**MINUTES OF BOARD (REGULAR SESSION) MEETING NO. 09/2021
OF
THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD**

DATE OF MEETING: June 17, 2021

TIME OF MEETING: 10:00 a.m.

LOCATION OF MEETING: Microsoft Teams

CHAIR: Lucy Kloosterhuis

PRESENT:

Albert Aiello
Kim Brown
Shelby Ch'ng
Jody Davis
James Foulds
Brian Hamilton
Kevin Holland
Rebecca Johnson
Lucy Kloosterhuis
Ray Lake
Aldo Ruberto
Wendy Wright

REGRETS:

Andrew Foulds
Elaine Mannisto

OFFICIALS:

William (Bill) Bradica, Chief Administrative
Georgina Daniels, Director, Corporate Services Division
Ken Ranta, Director, Integrated Social Services Division
Glenda Flank, Recording Secretary

GUESTS:

Crystal Simeoni, Manager, Housing Programs
Barry Caland, Manager, Infrastructure & Asset
Management
Keri Greaves, Manager, Finance
Jennifer Lible, Manager, Social Assistance Programs
Carole Lem, Communications & Engagement Officer

Note: For the purposes of the Minutes references to TBDSSAB or the Board refers to The District of Thunder Bay Social Services Administration Board of Directors as relevant to specific agenda items; references to TBDHC or the Board refers to the Directors of Thunder Bay District Housing Corporation as relevant to specific agenda items. References to CAO refer jointly to the Chief Administrative Officer of TBDSSAB and Senior Administrator of TBDHC.

BOARD MEETING

DISCLOSURES OF INTEREST

NEW BUSINESS

CONFIRMATION OF BOARD MEETING AGENDA

Resolution No. 21/37

Moved by: Kim Brown
Seconded by: Rebecca Johnson

THAT with respect to the agendas for the Board Regular and Closed Session meetings of The District of Thunder Bay Social Services Administration Board for June 17, 2021, we approve the agendas as printed;

AND THAT we approve any additional information and new business.

CARRIED

MINUTES OF PREVIOUS MEETINGS

Board Meetings

Minutes of Board Meeting No. 08/2021 (Regular Session) of The District of Thunder Bay Social Services Administration Board, held on May 20, 2021, were presented for confirmation.

Resolution No. 21/38

Moved by: James Foulds
Seconded by: Jody Davis

THAT the Minutes of Board Meeting No. 08/2021 (Regular Session) of The District of Thunder Bay Social Services Administration Board held on May 20, 2021, be confirmed.

CARRIED

At 10:08 a.m. Crystal Simeoni, Manager, Housing Programs, Barry Caland, Manager, Infrastructure & Asset Management and Keri Greaves, Manager, Finance joined the meeting.

CLOSED SESSION

Administration recommended that the Board adjourn to a closed meeting relative to receipt of information with respect to solicitor client privilege regarding Geraldton Native Housing Corporation.

Resolution No. 21/39

Moved by: Albert Aiello
Seconded by: Ray Lake

THAT the Board adjourns to Closed Session relative to the receipt of information with respect to security of the property of the Board regarding the Strategies to Deter Criminal Activity – Update and regarding the Bertrand Court Regeneration Strategy Update and with respect to identifiable individuals including Board employees regarding the CAO 2020 Performance Evaluation.

CARRIED

At 11:06 a.m. the meeting reconvened in Regular Session.

REPORTS OF ADMINISTRATIONBertrand Court Regeneration Strategy
Update

Report No. 2021-24 (Corporate Services Division) was presented to the Board to provide an update on the Bertrand Court regeneration strategy., for consideration.

A discussion was held in Closed Session regarding the confidential portion of the Bertrand Court Regeneration Strategy and on consensus the following resolution was to be presented for consideration in Regular Session.

Resolution No. 21/40

Moved by: James Foulds
Seconded by: Albert Aiello

THAT with respect to Report No. 2021-24 (Corporate Services Division/Integrated Social Services Divisions) we, The District of Thunder Bay Social Services Administration Board, approve Administration to proceed as directed in Closed Session.

CARRIED

2022 Budget Schedule

Report No. 2021-25 (Corporate Services Division) was presented to the Board to provide the 2022 Budget Schedule, for consideration.

Resolution No. 21/41

Moved by: Rebecca Johnson
Seconded by: Brian Hamilton

THAT with respect to Report No. 2021-25 (Corporate Services Division), we, The District of Thunder Bay Social Services Administration Board, approve the 2022 Budget Schedule as presented.

CARRIED

Investment Policy Update

Report No. 2021-26 (Corporate Services Division) providing a revised Investment Policy was presented to the Board, for consideration.

Resolution No. 21/42

Moved by: Kevin Holland
Seconded by: Ray Lake

THAT with respect to Report No. 2021-26 (Corporate Services Division), we, The District of Thunder Bay Social Services Administration Board, approve the revised Investment Policy No. CS-02:70 as presented.

CARRIED

At 11:10 a.m. Jennifer Lible, Manager, Social Assistance Programs joined the meeting and Keri Greaves, Manager, Finance left the meeting.

Social Services Relief Fund Phase 3
Update

Report No. 2021-27 (Integrated Social Services Divisions) was presented to the Board providing updated information regarding the Ministry of Municipal Affairs and Housing Social Services Relief Fund Phase 3.

William Bradica, CAO and Georgina Daniels, Director Corporate Services Division responded to questions.

William Bradica, CAO provided further information regarding potential Board advocacy efforts regarding future funding.

Ontario Works Centralized Intake

Report No. 2021-28 (Integrated Social Services Division) was presented to the Board to provide updated information regarding the Centralized Intake for the Ontario Works application process.

William Bradica, CAO provided a brief introduction and responded to questions.

Jennifer Lible, Manager, Social Assistance Programs provided further information and responded to questions.

William Bradica, CAO provided clarification and advised that a further report would be brought to the Board in the fall.

CORRESPONDENCE

BY-LAWS

NEXT MEETING

The next meeting of The District of Thunder Bay Social Services Administration Board will be held on Thursday, July 15, 2021 at 10:00 a.m., in the 1st Floor Training Rooms, TBDSSAB Headquarters, 231 May Street South, Thunder Bay, Ontario.

ADJOURNMENT

Resolution No. 21/43

Moved by: Ray Lake
Seconded by: Kim Brown

THAT Board Meeting No. 09/2021 of The District of Thunder Bay Social Services Administration Board, held on June 17, 2021, be adjourned at 11:34 a.m.

CARRIED


Chair
Chief Administrative Officer

VOUCHER REPORT

FOR THE MONTH OF JUNE 2021

	<u>Amount</u>
Liabilities	
HST, Source Deductions, Liabilities	\$ 32,301.27
Expense Accounts	
General Government	30,347.61
Protection to Persons and Property	22,280.79
Policing	602.00
Transportation Services	62,988.10
Environmental Services	10,478.04
Health Services	12,984.00
Cemetery	96.67
Social and Family Services	33,357.00
Building Services	958.73
Recreation and Cultural Services	1,589.00
Economic Development	39.20
Capital Projects General	
Capital Projects-Fire Department	
Capital Projects Public Works	
Capital Projects Parks	7,059.85
School Boards - Education Levy	138,513.09
Total disbursements in month	<u><u>\$353,595.35</u></u>

<u>Cheque Runs</u>	
Jun 1-2021	\$ 29,466.48
June 11-2021	4,881.80
Jun 16-2021	275,698.40
	<u><u>\$310,046.68</u></u>
<u>Direct Deposits - Payroll</u>	
PR-1526	\$ 18,119.05
PR-1527	5,191.60
PR-1528	620.07
PR-1529	900.00
PR-1532	18,086.47
PR-1534	631.48
	<u><u>\$43,548.67</u></u>
Total disbursements in month	<u><u>\$353,595.35</u></u>

**Municipality of Neebing
Voucher Report - June 2021**

3.4-2

Chq #	Date	Vendor Name / Description	GL Acct #	Trans Detail	Amount
15093	6/1/2021	CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL #87			\$464.00
		PR1523 - Payroll from 5/08/21 to 5/21/21	01-00-204600	Source Deductions	
		PR1522 - Payroll from 4/24/21 to 5/07/21	01-00-204600	Source Deductions	
15094	6/1/2021	MINISTER OF FINANCE (EHT)			\$870.17
		PR1524 - Payroll from 5/01/21 to 5/31/21	01-00-204700	Source Deductions	
		PR1523 - Payroll from 5/08/21 to 5/21/21	01-00-204700	Source Deductions	
		PR1522 - Payroll from 4/24/21 to 5/07/21	01-00-204700	Source Deductions	
		L1090336192 - EHT 2020 TAX CREDIT	01-01-501240	General Government	
15095	6/1/2021	ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM			\$5,978.92
		PR1523 - Payroll from 5/08/21 to 5/21/21	01-00-204500	Source Deductions	
		PR1522 - Payroll from 4/24/21 to 5/07/21	01-00-204500	Source Deductions	
15096	6/1/2021	RECEIVER GENERAL			\$14,262.88
		PR1522 - Payroll from 4/24/21 to 5/07/21	01-00-204400	Source Deductions	
		PR1524 - Payroll from 5/01/21 to 5/31/21	01-00-204200	Source Deductions	
		PR1522 - Payroll from 4/24/21 to 5/07/21	01-00-204300	Source Deductions	
		PR1523 - Payroll from 5/08/21 to 5/21/21	01-00-204400	Source Deductions	
		PR1524 - Payroll from 5/01/21 to 5/31/21	01-00-204300	Source Deductions	
		PR1523 - Payroll from 5/08/21 to 5/21/21	01-00-204300	Source Deductions	
		PR1523 - Payroll from 5/08/21 to 5/21/21	01-00-204200	Source Deductions	
		PR1522 - Payroll from 4/24/21 to 5/07/21	01-00-204200	Source Deductions	
15097	6/1/2021	WSIB (WORKER'S SAFETY INSURANCE BOARD)			\$2,482.78
		PR1524 - Payroll from 5/01/21 to 5/31/21	01-00-204750	Source Deductions	
		ADD-FIRE-MAY2021 - ADDITIONAL FIRE PREMIUM - MAY 2021	01-03-501260	Fire / Protection PP	
		PR1522 - Payroll from 4/24/21 to 5/07/21	01-00-204750	Source Deductions	
		PR1523 - Payroll from 5/08/21 to 5/21/21	01-00-204750	Source Deductions	
15099	6/16/2021	A-1 SEWAGE SERVICES (1989) LTD.			\$966.15
		86568 - PORTABLE TOILET SERVICING: LANDFILLS-FIRE HALLS-PARKS-CEMETERY	01-10-505115	Cemetery Expense	
		86568 - PORTABLE TOILET SERVICING: LANDFILLS-FIRE HALLS-PARKS-CEMETERY	01-10-505115	Cemetery Expense	
		86568 - PORTABLE TOILET SERVICING: LANDFILLS-FIRE HALLS-PARKS-CEMETERY	01-08-504210	Environmental	
		86568 - PORTABLE TOILET SERVICING: LANDFILLS-FIRE HALLS-PARKS-CEMETERY	01-08-504210	Environmental	
		86568 - PORTABLE TOILET SERVICING: LANDFILLS-FIRE HALLS-PARKS-CEMETERY	01-03-502125	Fire / Protection PP	
		86568 - PORTABLE TOILET SERVICING: LANDFILLS-FIRE HALLS-PARKS-CEMETERY	01-03-502125	Fire / Protection PP	
		86568 - PORTABLE TOILET SERVICING: LANDFILLS-FIRE HALLS-PARKS-CEMETERY	01-15-507410	Recreation	
		86568 - PORTABLE TOILET SERVICING: LANDFILLS-FIRE HALLS-PARKS-CEMETERY	01-15-507410	Recreation	
15100	6/16/2021	BARB ASHBEE			\$140.00
		CHQ-REQ-JUN2021 - NES VOLUNTEER CPR TRAINING/SUPPLIES PURCHASED THRU RED CROSS	01-03-502145	Fire / Protection PP	
15101	6/16/2021	BDO CANADA LLP			\$4,520.00
		CINV1189337 - 2020 AUDIT	01-01-501515	General Government	
15102	6/16/2021	BELL CANADA			\$91.89
		9642098-JUN2021 - GARAGE TELEPHONE	01-05-503410	Public Works	

**Municipality of Neebing
Voucher Report - June 2021**

3.4-3

Chq #	Date	Vendor Name / Description	GL Acct #	Trans Detail	Amount
15103	6/16/2021	BRUNO'S CONTRACTING			\$10,368.88
		610747 - PERMA PATCH COLD MIX - STURGEON BAY RD	01-05-503340	Public Works	
		610807 - PERMA PATCH COLD MIX -STURGEON BAY, CLOUD LK/BAY, JARVIS E	01-05-503340	Public Works	
		610853 - PERMA PATCH COLD MIX - STURGEON BAY	01-05-503345	Public Works	
15104	6/16/2021	CENTRAL CANADA INDUSTRIES INC			\$162.66
		01QU6976 - PW-4 - BATTERY/COUPLER	01-05-503320	Public Works	
15105	6/16/2021	CONSEIL SCOLAIRE DE DISTRICT CATHOLIQUE DES AUREORE			\$920.64
		2ND QTR 2021 - 2ND QUARTER LEVY 2021	01-80-803000	School Board	
15106	6/16/2021	CONSEIL SCOLAIRE PUBLIC DU GRAND NORD DE L'ONTARIO			\$49.12
		2ND QTR 2021 - 2ND QUARTER LEVY 2021	01-80-803000	School Board	
15107	6/16/2021	COZY'S TOWING			\$409.63
		139359 - 6-17 - TOW TO MAXIM	01-05-503319	Public Works	
15108	6/16/2021	CRC COMMUNICATIONS LIMITED			\$1,679.49
		1144680 - REPEATER RENTAL - SYSTEM LIC FEES	01-05-503415	Public Works	
		1144561 - NEW GRADER - OUTFITTED WITH PW COMMUNICATIONS GEAR	01-05-503415	Public Works	
15109	6/16/2021	DESIGN HOUSE PUBLICATIONS			\$339.00
		3888 - NEEBING NEWS PRODUCTION- MAY/JUNE2021	01-01-501571	General Government	
15110	6/16/2021	ERIKS INDUSTRIAL SERVICES			\$94.24
		TBO28325 - T-103-SUCTION HOSE BULK	01-03-502135	Fire / Protection PP	
15111	6/16/2021	FORT GARRY INDUSTRIES LTD			\$8,850.91
		B8697434 - T-103 ANNUAL SAFETY INSPECTION	01-03-503319	Fire / Protection PP	
		B8704986 - P-151 ANNUAL SAFETY INSPECTION	01-03-503319	Fire / Protection PP	
		B8712287 - P-106 - ANNUAL SAFETY INSPECTION	01-03-503319	Fire / Protection PP	
		B8723956 - P-105 ANNUAL SAFETY INSPECTION	01-03-503319	Fire / Protection PP	
		F8706679 - 6-15 - VALVE, DIODE, LAMP, 3-WIRE PIGTAIL	01-05-503320	Public Works	
		F8719107 - 6-17 - DUST SHIELD	01-05-503320	Public Works	
		F8733066 - DEF HYDRAULIC FLUIDS	01-03-502135	Fire / Protection PP	
15112	6/16/2021	GFL ENVIRONMENTAL INC			\$3,128.74
		RC145291 - RECYCLE COLLECTION MAY 5-12-19-26, 2021 / BIN RENTAL	01-08-504250	Environmental	
15113	6/16/2021	KEVIN HOLLAND			\$150.00
		CHQ-REQ-MAY2021 - OAPSB - BOARD MEETING MAY 28-2021-HOLLAND	01-07-502250	Policing	
15114	6/16/2021	HOSANNA FIRE PROTECTION SERVICES			\$73.45
		22098 - SCBA HYDRO TESTING	01-03-502130	Fire / Protection PP	
15115	6/16/2021	KGS GROUP CONSULTING ENGINEERS			\$2,495.61
		100274 - SCOBLE LANDFILL EXPANSION	01-08-504255	Environmental	
15116	6/16/2021	KUBOTA THUNDER BAY			\$22.06
		IT74059 - GRASS TRIMMER - LINE	01-05-503320	Public Works	
15117	6/16/2021	BRIAN KURIKKA			\$92.80
		CHQ-REQ-JUN2021 - MILEAGE-160 KMS-KURIKKA	01-02-501180	Council Expense	
15118	6/16/2021	LAKEHEAD BOARD OF EDUCATION			\$121,377.15
		2ND QTR 2021 - 2ND QUARTER LEVY - 2021	01-80-801000	School Board	

**Municipality of Neebing
Voucher Report - June 2021**

3.4-4

Chq #	Date	Vendor Name / Description	GL Acct #	Trans Detail	Amount
15119	6/16/2021	LOCAL AUTHORITY SERVICES LTD			\$31.63
		MGBP1315 - CANON PRINTER INK	01-01-501505	General Government	
15120	6/16/2021	MALLON'S PROMOTIONAL CLOTHING & PRODUCTS			\$7.90
		64185 - EMBROIDERY ON NES T-SHIRT	01-03-502165	Fire / Protection PP	
15121	6/16/2021	MICROAGE COMPUTER CENTRE			\$1,606.43
		1276 - HOSTED EXCHANGE EMAIL	01-01-501518	General Government	
		IN-299331-01 - T15 TOTAL SECURITY SUITE RENEWAL 3YR PLAN	01-01-501518	General Government	
		1197 - ONLINE BACKUP	01-01-501518	General Government	
15122	6/16/2021	MINISTER OF FINANCE			\$2,475.59
		232705211238023 - 423770-FLP - SPECIAL FOREST PROTECTION FEES 2021	01-03-502185	Fire / Protection PP	
15123	6/16/2021	NOR-ONT SUPPLY LIMITED			\$7,839.66
		258007 - PEARSON RINK BOARDS	01-51-561200	Capital Projects - REC	
15124	6/16/2021	POLLARD DISTRIBUTION INC.			\$29,247.20
		4696 - CALCIUM 90,026L - SCOBLE TOWNLINE- BLAKEHALL-LITTLE TROUT-BOYSCOUT-FALLS- FARM	01-05-503340	Public Works	
15125	6/16/2021	PROPANE ENERGY SOLUTIONS			\$1,023.59
		59417 - PROPANE - 1433.50L - MUNICIPAL OFFICE	01-01-501410	General Government	
15126	6/16/2021	SPECTRUM TELECOM GROUP LTD			\$30.51
		1067016 - LIGHTER ADAPTER FOR COMMS	01-03-502160	Fire / Protection PP	
		1067055 - ADAPTER FOR COMMS	01-03-502160	Fire / Protection PP	
15127	6/16/2021	STAAL FLEET & AUTO INC.			\$3,167.65
		2610 - 6-15 ANNUAL SAFETY INSPECTION	01-05-503319	Public Works	
15128	6/16/2021	SUPERIOR PROPANE			\$175.15
		33851704 - TANK RENTAL FOR SAND HILL LANDFILL	01-08-504200	Environmental	
15129	6/16/2021	TBAY TEL			\$458.67
		56600-JUN2021 - LANDFILLS/MAYOR/CBO/PWORKS/CLERK/TREASU RER/FIRE CHIEF/HALL 2&3/NEDAC/CEMC	01-16-502455	Building Expense	
		56600-JUN2021 - LANDFILLS/MAYOR/CBO/PWORKS/CLERK/TREASU RER/FIRE CHIEF/HALL 2&3/NEDAC/CEMC	01-02-501530	Council Expense	
		56600-JUN2021 - LANDFILLS/MAYOR/CBO/PWORKS/CLERK/TREASU RER/FIRE CHIEF/HALL 2&3/NEDAC/CEMC	01-17-501530	Economic Development	
		56600-JUN2021 - LANDFILLS/MAYOR/CBO/PWORKS/CLERK/TREASU RER/FIRE CHIEF/HALL 2&3/NEDAC/CEMC	01-08-504201	Environmental	
		56600-JUN2021 - LANDFILLS/MAYOR/CBO/PWORKS/CLERK/TREASU RER/FIRE CHIEF/HALL 2&3/NEDAC/CEMC	01-03-502155	Fire / Protection PP	
		56600-JUN2021 - LANDFILLS/MAYOR/CBO/PWORKS/CLERK/TREASU RER/FIRE CHIEF/HALL 2&3/NEDAC/CEMC	01-01-501530	General Government	
		56600-JUN2021 - LANDFILLS/MAYOR/CBO/PWORKS/CLERK/TREASU RER/FIRE CHIEF/HALL 2&3/NEDAC/CEMC	01-05-503410	Public Works	
15130	6/16/2021	THOMSON REUTERS			\$334.53
		6141763580 - ONTARIO HEALTH AND SAFETY ACT POCKET EDITIONS	01-01-501555	General Government	
		6141776235 - ONTARIO HEALTH & SAFETY PUBLICATION	01-01-501555	General Government	

**Municipality of Neebing
Voucher Report - June 2021**

3.4-5

Chq #	Date	Vendor Name / Description	GL Acct #	Trans Detail	Amount
15131	6/16/2021	THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD			\$16,166.18
		2ND QTR 2021 - 2ND QUARTER LEVY 2021	01-80-802000	School Board	
15132	6/16/2021	THUNDER BAY DISTRICT HEALTH UNIT			\$12,984.00
		LEVY-JUN-2021 - THUNDER BAY DISTRICT HEALTH LEVY - JUNE 2021	01-10-505200	Health Services	
		LEVY-APR-2021 - THUNDER BAY DISTRICT HEALTH LEVY- APRIL 2021	01-10-505200	Health Services	
		LEVY-MAY-2021 - THUNDER BAY DISTRICT HEALTH LEVY - MAY 2021	01-10-505200	Health Services	
15133	6/16/2021	THUNDER BAY DISTRICT SOCIAL SERVICES ADMIN. BOARD			\$33,357.00
		SI102889 - JUNE 2021 LEVY	01-12-506400	Social / Family Services	
		SI102889 - JUNE 2021 LEVY	01-12-506100	Social / Family Services	
15134	6/16/2021	THUNDER BAY REGIONAL HEALTH SCIENCES FOUNDATION			\$2,500.00
		2115 - OUR HEARTS AT HOME CAMPAIGN	01-01-501565	General Government	
15135	6/16/2021	TOROMONT CAT			\$90.80
		PS091162662 - 420 B/HOE - BELT	01-05-503320	Public Works	
15136	6/16/2021	VALLEY FIRE PROTECTION AND SERVICES LIMITED			\$8,075.14
		14737 - BUNKER GEAR-DONALDSON/DUSOLT - PORTABLE LIGHTS FOR P108	01-03-502175	Fire / Protection PP	
15137	6/16/2021	WORK AUTHORITY			\$194.35
		620033 - WORK BOOTS - NES VOLUNTEER DUSOLT	01-03-502175	Fire / Protection PP	
SUNLIFE	6/1/2021	SUNLIFE ASSURANCE COMPANY OF CANADA			\$5,407.73
		MAY-2021 - MAY 2021 EMPLOYEE BENEFITS	01-01-501250	General Government	
		MAY-2021 - MAY 2021 EMPLOYEE BENEFITS	01-05-501250	Public Works	
TD VISA JASPERS	6/11/2021	TD VISA 0319 - JASPERS			\$3,668.57
		MAY 2021 VISA - MAY 2021 VISA CHARGES	01-16-502450	Building Expense	
		MAY 2021 VISA - MAY 2021 VISA CHARGES	01-03-502158	Fire / Protection PP	
		MAY 2021 VISA - MAY 2021 VISA CHARGES	01-01-501555	General Government	
		MAY 2021 VISA - MAY 2021 VISA CHARGES	01-05-503310	Public Works	
		MAY 2021 VISA - MAY 2021 VISA CHARGES	01-15-507215	Recreation	
TD VISA ASHBEE	6/11/2021	TD VISA 1662 - ASHBEE			\$210.97
		MAY 2021 VISA - MAY 2021 VISA CHARGES	01-03-502135	Fire / Protection PP	
TD VISA 1903 - LANTHIER	6/11/2021	TD VISA 1903 - LANTHIER			\$93.36
		MAY 2021 VISA - MAY 2021 VISA CHARGES	01-01-501295	General Government	
TD VISA 1992 - JONES	6/11/2021	TD VISA 1992 - JONES			\$234.58
		MAY 2021 VISA - MAY 2021 VISA CHARGES	01-01-501585	General Government	
		MAY 2021 VISA - MAY 2021 VISA CHARGES	01-05-503330	Public Works	
TD VISA 5738 KROMM	6/11/2021	TD VISA 5738 - KROMM			\$674.32
		MAY 2021 VISA - MAY 2021 VISA CHARGES	01-17-501545	Economic Development	
		MAY 2021 VISA - MAY 2021 VISA CHARGES	01-03-502195	Fire / Protection PP	
		MAY 2021 VISA - MAY 2021 VISA CHARGES	01-01-501295	General Government	
		MAY 2021 VISA - MAY 2021 VISA CHARGES	01-07-502250	Policing	

\$310,046.68

VOUCHER REPORT

FOR THE MONTH OF JULY 2021

	<u>Amount</u>
Liabilities	
HST, Source Deductions, Liabilities	\$ 48,210.11
Expense Accounts	
General Government	48,410.41
Protection to Persons and Property	15,716.37
Policing	24,154.50
Transportation Services	68,398.08
Environmental Services	6,783.28
Health Services	4,328.00
Cemetery	4,735.91
Social and Family Services	33,357.00
Building Services	931.84
Recreation and Cultural Services	2,543.97
Economic Development	9,540.00
Capital Projects General	
Capital Projects-Fire Department	
Capital Projects Public Works	1,687.59
Capital Projects Parks	
School Boards - Education Levy	
Total disbursements in month	<u><u>\$268,797.06</u></u>

<u>Cheque Runs</u>	
JULY 12-2021	\$ 30,693.13
JULY 13-2021	114,229.03
JULY 26-2021	8,351.98
JULY 29-2021	73,183.11
	<u><u>\$226,457.25</u></u>
<u>Direct Deposits - Payroll</u>	
PR-1535	\$ 17,935.83
PR-1536	17,636.45
PR-1537	6,767.73
	<u><u>\$42,340.01</u></u>
Total disbursements in month	<u><u>\$268,797.26</u></u>

**Municipality of Neebing
Voucher Report - July 2021**

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Chq #	Date	Item	Vendor Name / Description	GL Acct #	Trans Detail	Amount
15138	7/12/2021		ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM			\$6,328.16
			PR1526 - Payroll from 5/22/21 to 6/04/21	01-00-204500	Source Deductions	
			PR1532 - Payroll from 6/05/21 to 6/18/21	01-00-204500	Source Deductions	
			PR1534 - Payroll from 6/05/21 to 6/18/21	01-00-204500	Source Deductions	
15139	7/12/2021		CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL #87			\$464.00
			PR1526 - Payroll from 5/22/21 to 6/04/21	01-00-204600	Source Deductions	
			PR1532 - Payroll from 6/05/21 to 6/18/21	01-00-204600	Source Deductions	
15140	7/12/2021		WSIB (WORKER'S SAFETY INSURANCE BOARD)			\$2,552.26
			ADD FIRE JUN 2021 - JUNE `2021 ADDITIONAL FIRE PREMIUM	01-03-501260	Fire / Protection PP	
			PR1526 - Payroll from 5/22/21 to 6/04/21	01-00-204750	Source Deductions	
			PR1527 - Payroll from 6/01/21 to 6/30/21	01-00-204750	Source Deductions	
			PR1528 - Payroll from 6/01/21 to 6/30/21	01-00-204750	Source Deductions	
			PR1529 - Payroll from 4/01/21 to 6/30/21	01-00-204750	Source Deductions	
			PR1532 - Payroll from 6/05/21 to 6/18/21	01-00-204750	Source Deductions	
			PR1534 - Payroll from 6/05/21 to 6/18/21	01-00-204750	Source Deductions	
15141	7/12/2021		RECEIVER GENERAL			\$14,798.55
			PR1526 - Payroll from 5/22/21 to 6/04/21	01-00-204300	Source Deductions	
			PR1527 - Payroll from 6/01/21 to 6/30/21	01-00-204200	Source Deductions	
			PR1528 - Payroll from 6/01/21 to 6/30/21	01-00-204200	Source Deductions	
			PR1532 - Payroll from 6/05/21 to 6/18/21	01-00-204300	Source Deductions	
			PR1534 - Payroll from 6/05/21 to 6/18/21	01-00-204400	Source Deductions	
15142	7/12/2021		MINISTER OF FINANCE (EHT)			\$1,142.23
			PR1526 - Payroll from 5/22/21 to 6/04/21	01-00-204700	Source Deductions	
			PR1527 - Payroll from 6/01/21 to 6/30/21	01-00-204700	Source Deductions	
			PR1528 - Payroll from 6/01/21 to 6/30/21	01-00-204700	Source Deductions	
			PR1529 - Payroll from 4/01/21 to 6/30/21	01-00-204700	Source Deductions	
			PR1532 - Payroll from 6/05/21 to 6/18/21	01-00-204700	Source Deductions	
			PR1534 - Payroll from 6/05/21 to 6/18/21	01-00-204700	Source Deductions	
15145	7/13/2021		A-1 SEWAGE SERVICES (1989) LTD.			\$751.45
			86979 - LANDFILLS / CLOUD LK & W OLIVER BOAT LAUNCHES	01-08-504210	Environmental	
			87076 - OLIVER LAKE BOAT LAUNCH - PORT A POTT SERVICE	01-15-507410	Recreation	
15146	7/13/2021		ARMTEC INC.			\$1,873.99
			6-246648 - OLIVER CREEK ENTRANCE #10	01-51-513302	Capital Projects - PW	
15147	7/13/2021		DALE ASHBEE			\$40.00
			DRIVETEST-2021 - DRIVER TRAINING BOOKS	01-03-502145	Fire / Protection PP	
15148	7/13/2021		BDO CANADA LLP			\$239.56
			CINV1043437-INTEREST - INTEREST ON AUDIT ACCOUNT	01-01-501515	General Government	
15149	7/13/2021		BELL CANADA			\$97.66
			9642098-JUL2021 - GARAGE TELEPHONE	01-05-503410	Public Works	
15150	7/13/2021		CENTRAL CANADA INDUSTRIES INC			\$41.31
			01QW5048 - P108 - COMPRESSOR FILTER	01-03-502135	Fire / Protection PP	
			01QW5149 - 420 B/HOE CABIN AIR FILTER	01-05-503320	Public Works	

**Municipality of Neebing
Voucher Report - July 2021**

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Chq #	Date	Item	Vendor Name / Description	GL Acct #	Trans Detail	Amount
15151	7/13/2021	CGIS CENTRE				\$1,693.49
			44378 - 2021 ANNUAL CGIS MAPPING CONTRACT	01-01-501518	General Government	
15152	7/13/2021	CODY CHEESMAN				\$409.68
			CHIMO-JUL-2021 - DOOR & HANDLE HALL 1 - REIMBURSE NES VOLUNTEER CHEESMAN	01-03-502125	Fire / Protection PP	
			BORDER GIANT - RYDENS FEE/PARCEL PICK UP FEE	01-03-502165	Fire / Protection PP	
15153	7/13/2021	CURTIS COULSON				\$144.55
			CHQ-REQ-JUL2021 - MILEAGE CLAIM 245 KM - COULSON	01-02-501180	Council Expense	
15154	7/13/2021	CRC COMMUNICATIONS LIMITED				\$320.36
			1145220 - REPEATER RENTAL - SYSTEM LIC FEES	01-05-503415	Public Works	
15155	7/13/2021	FORT GARRY INDUSTRIES LTD				\$803.04
			B8789739 - R155 BREAK LINE REPAIR	01-03-503319	Fire / Protection PP	
			G8772208 - HYDRAULIC FLUID - DEF	01-05-503320	Public Works	
15156	7/13/2021	GFL ENVIRONMENTAL INC				\$3,571.93
			RC145997 - RECYCLE COLLECTION JUN 2-9-16-23-30 / BIN RENTALS	01-08-504250	Environmental	
15158	7/13/2021	KEVIN HOLLAND				\$150.00
			CHQ-REQ-JUL2021 - OAPSB BOARD MEETING JUN 24-2021	01-07-502250	Policing	
15159	7/13/2021	KOOTENAY MURPHY HOLDING LTD				\$1,995.86
			7712 - FIREPRO SERVIE CONTRACT JULY 29-2021 - JULY 28-2022	01-03-502157	Fire / Protection PP	
15160	7/13/2021	LOCAL AUTHORITY SERVICES LTD				\$107.59
			MGBP1350 - NOTEBOOKS / BINDER CLIPS	01-00-102500	HST	
			MGBP1388 - BINDER CLIPS	01-01-501505	General Government	
15161	7/13/2021	MICROAGE COMPUTER CENTRE				\$2,322.85
			1074 - TECH ASSISTANCE / SOFTWARE INSTALLS / INTERNET TROUBLESHOOT	01-01-501518	General Government	
			1336 - ONSITE/REMOTE TECH SUPPORT/INSTALL	01-01-501518	General Government	
			1377 - JUNE 2021 ONLINE BACKUP	01-01-501518	General Government	
			1420 - EMAIL HOSTING MONTHLY FEE	01-01-501518	General Government	
15162	7/13/2021	MINISTER OF FINANCE				\$36,866.00
			213105211328051 - JAN-MAR 2021 REVENUE CREDIT	01-07-502300	Policing	
			210906211029053 - OPP CONTRACT BILLING LAKEHEAD GROUP	01-07-502300	Policing	
15163	7/13/2021	MUNICIPAL PROPERTY ASSESSMENT CORPORATION				\$14,634.37
			1800028646 - 3RD QTR BILLING - ASSESSMENT SERVICES	01-01-501535	General Government	
15164	7/13/2021	MUNICIPALITY OF OLIVER PAIPOONGE				\$566.98
			2021-00248 - 2ND QUARTER BELL/CRC COMMUNICATION CHARGES	01-03-502160	Fire / Protection PP	
15165	7/13/2021	NOVA-PRO INDUSTRIAL SUPPLY LTD.				\$5,043.05
			491588 - SHOP SUPPLIES: BATTERIES/SAFETY GLASSES/SPOT CALCIUM/HAND SANITIZER	01-05-503340	Public Works	
			488626 - ROAD SIGNS MUNICIPAL STOCK	01-05-503355	Public Works	
			491662 - 10 SIGN POST BRACKETS	01-05-503355	Public Works	
			490882 - STREET SIGNAGE	01-05-503355	Public Works	
15166	7/13/2021	PRINT & CHEQUES NOW INC.				\$414.94
			91430 - 2000 NEEBING BRAND CHEQUES	01-01-501505	General Government	

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Voucher Report - July 2021**

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Chq #	Date	Item	Vendor Name / Description	GL Acct #	Trans Detail	Amount
15167	7/13/2021	RECEIVER GENERAL				\$10.48
			2020 PIER - PAYROLL ACCT 129040796RP0001 - 2020 PIER CPP REVIEW	01-01-501585	General Government	
15168	7/13/2021	RECEIVER GENERAL				\$35.70
			2019 PIER - PAYROLL ACCT 129040796RP0001 - 2019 PIER CPP REVIEW	01-01-501585	General Government	
15169	7/13/2021	ROSSLYN SERVICE LTD.				\$170.52
			186850 - MOWER ACCESSORIES	01-05-503320	Public Works	
15170	7/13/2021	MB/NWO COMMAND - THE ROYAL CANADIAN LEGION				\$1,045.00
			2021 LEGION BOOK - 2021 MILITARY SERVICE RECOGNITION BOOK AD	01-01-501570	General Government	
15171	7/13/2021	SPECTRUM TELECOM GROUP LTD				\$511.33
			SRVCE036989 - BATTERY REPLACEMENT IN 6 PAGER UNITS	01-03-502160	Fire / Protection PP	
15172	7/13/2021	SUPERIOR LOCATE SERVICES LTD				\$151.87
			1617 - LOCATES FOR NEEBING SIGNAGE	01-01-501585	General Government	
15173	7/13/2021	TBAY TEL				\$1,333.83
			2203700-JUL2021 - ACCOUNT CHARGES - GARAGE SECURITY SYSTEM	01-05-503315	Public Works	
			50900-JUN2021 - INTERNET/WEATHER/OFFILE LINES/FAX/DEBIT/HEALTH/FIRE HALL 1,4,5,6/BLAKE HALL	01-03-502155	Fire / Protection PP	
			50900-JUN2021 - INTERNET/WEATHER/OFFILE LINES/FAX/DEBIT/HEALTH/FIRE HALL 1,4,5,6/BLAKE HALL	01-01-501530	General Government	
			50900-JUN2021 - INTERNET/WEATHER/OFFILE LINES/FAX/DEBIT/HEALTH/FIRE HALL 1,4,5,6/BLAKE HALL	01-05-503410	Public Works	
			50900-JUN2021 - INTERNET/WEATHER/OFFILE LINES/FAX/DEBIT/HEALTH/FIRE HALL 1,4,5,6/BLAKE HALL	01-15-507230	Recreation	
			56600-JUL2021 - LANDFILLS/MAYOR/CBO/PWORKS/CLERK/TREASU RER/FIRE CHIEF/HALL 2&3/NEDAC/CEMC	01-16-502455	Building Expense	
			56600-JUL2021 - LANDFILLS/MAYOR/CBO/PWORKS/CLERK/TREASU RER/FIRE CHIEF/HALL 2&3/NEDAC/CEMC	01-17-501530	Economic Development	
			56600-JUL2021 - LANDFILLS/MAYOR/CBO/PWORKS/CLERK/TREASU RER/FIRE CHIEF/HALL 2&3/NEDAC/CEMC	01-08-504201	Environmental	
			56600-JUL2021 - LANDFILLS/MAYOR/CBO/PWORKS/CLERK/TREASU RER/FIRE CHIEF/HALL 2&3/NEDAC/CEMC	01-03-502155	Fire / Protection PP	
			56600-JUL2021 - LANDFILLS/MAYOR/CBO/PWORKS/CLERK/TREASU RER/FIRE CHIEF/HALL 2&3/NEDAC/CEMC	01-01-501530	General Government	
			56600-JUL2021 - LANDFILLS/MAYOR/CBO/PWORKS/CLERK/TREASU RER/FIRE CHIEF/HALL 2&3/NEDAC/CEMC	01-05-503410	Public Works	
			56600-JUL2021 - LANDFILLS/MAYOR/CBO/PWORKS/CLERK/TREASU RER/FIRE CHIEF/HALL 2&3/NEDAC/CEMC	01-02-501530	Council Expense	
15174	7/13/2021	THUNDER BAY DISTRICT HEALTH UNIT				\$4,328.00
			JULY-2021 - JULY 2021 THUNDER BAY DISTRICT HEALTH LEVY	01-10-505200	Health Services	

**Municipality of Neebing
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Chq #	Date	Item	Vendor Name / Description	GL Acct #	Trans Detail	Amount
15175	7/13/2021		THUNDER BAY DISTRICT SOCIAL SERVICES ADMIN. BOARD			\$33,357.00
			SI102910 - 2021 JULY LEVY	01-12-506100	Social / Family Services	
			SI102910 - 2021 JULY LEVY	01-12-506400	Social / Family Services	
15176	7/13/2021		THUNDER BAY FIRE RESCUE			\$329.96
			103 - DRIVER TRAINING - LAFONTAINE/PATTERSON	01-03-502145	Fire / Protection PP	
15177	7/13/2021		THUNDER BAY LETTER SHOP SERVICES			\$158.89
			13430 - JUNE 2021 MAIL OUT NEEBING NEWS	01-01-501571	General Government	
15178	7/13/2021		WEB PRESS (THUNDER BAY) LIMITED			\$599.82
			W21-27717 - JULY 2021 NEEBING NEWS PRINTING COSTS	01-01-501571	General Government	
15179	7/13/2021		XEROX CANADA LTD.			\$107.97
			P57742278 - COLOUR/BW COPY CHARGES	01-01-501505	General Government	
			P57742278 - COLOUR/BW COPY CHARGES	01-03-502157	Fire / Protection PP	
15180	7/26/2021		EVOLUTION AV			\$3,292.55
			Q0055827-0 - BLAKE HALL AV PROJECT - SPEAKERS AMP INSTALL	01-01-501430	General Government	
15181	7/26/2021		EVOLUTION AV			\$5,059.43
			Q0055533-0 - BLAKE HALL AV PROJECT - TV MIC BRACKET SHIPPING	01-03-502165	Fire / Protection PP	
15182	7/29/2021		A. J. STONE COMPANY LTD			\$1,525.50
			161007 - CLASS A FIRE SUPPRESSION FOAM X 10 PAILS	01-03-502135	Fire / Protection PP	
15183	7/29/2021		A-1 SEWAGE SERVICES (1989) LTD.			\$259.90
			87396 - PORT-A-POTT SERVICE - W OLIVER LAKE	01-15-507410	Recreation	
			87449 - PORT-A-POTT SERVICE - W. OLIVER LAKE	01-15-507410	Recreation	
15184	7/29/2021		ALS LABORATORY GROUP			\$99.44
			E2064527 - WATER TESTING MUNICIPAL OFFICE	01-01-501430	General Government	
			E2064526 - WATER TESTING BLAKE HALL	01-15-507220	Recreation	
15185	7/29/2021		BARB ASHBEE			\$16.78
			STAPLES-JUL2021 - DUO-TANGS FOR GAP COURSE	01-03-502157	Fire / Protection PP	
15186	7/29/2021		BRUNO'S CONTRACTING			\$1,886.94
			611397 - PERMA PATCH COLD MIX	01-05-503340	Public Works	
15187	7/29/2021		CENTRAL CANADA INDUSTRIES INC			\$93.34
			01QY4037 - FITTINGS/HOSE/CLAMPS	01-05-503320	Public Works	
			01QZ0101 - 16 MM HEX KEY SOCET	01-05-503350	Public Works	
15188	7/29/2021		CHASCHUK ENTERPRISES LTD			\$389.85
			10543 - SCREENER RELOCATION JARVIS TO KIVELA PIT	01-05-503347	Public Works	
15189	7/29/2021		CURTIS COULSON			\$7.91
			LOCK-SHOP-JUN2021 - 2 NEW ALF OLSEN SKATE SHACK KEYS	01-15-507400	Recreation	
15190	7/29/2021		DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.			\$627.15
			8119417 - XEROX COPIER LEASE	01-01-501440	General Government	
			8119417 - XEROX COPIER LEASE	01-03-502157	Fire / Protection PP	
15192	7/29/2021		FIRE MARSHAL'S PUBLIC SAFETY COUNCIL			\$433.92
			IN158485 - 2021 FIRE PREVENTION WEEK KIT	01-03-502147	Fire / Protection PP	

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Chq #	Date	Item	Vendor Name / Description	GL Acct #	Trans Detail	Amount
15193	7/29/2021	KEVIN HOLLAND				\$300.00
			LPSB-JUL2021 - LPSB - JUL 14-2021 MEETING	01-07-502250	Policing	
			OAPSB-JUN-2021 - OAPSB BOARD MEETING JUN 24-2021	01-07-502250	Policing	
15194	7/29/2021	ICS ELECTRONICS				\$574.81
			D 2953 - PAGER BATTERIES X 96	01-03-502160	Fire / Protection PP	
15195	7/29/2021	JEFF LAFONTAINE				\$48.06
			METRO/SHOPPERS-JUL2021 - GAP TRAINING - LUNCH	01-03-502165	Fire / Protection PP	
15196	7/29/2021	JERRY LOAN				\$150.00
			LPSB-JUL2021 - LPSB - MEETING JULY 14 2021	01-07-502250	Policing	
15197	7/29/2021	LOCAL AUTHORITY SERVICES LTD				\$13.99
			MGBP1440 - BINDER CLIPS	01-01-501505	General Government	
15198	7/29/2021	MINISTER OF FINANCE (CACC)				\$60.00
			#2 - 2021 - APR - JUNE 2021 FIRE CALL TAKING	01-03-502156	Fire / Protection PP	
15199	7/29/2021	AXEL NOWAK				\$150.00
			LPSB-JUL2021 - LPSB MEETING - JUL 14-2021	01-07-502250	Policing	
15200	7/29/2021	POLLARD DISTRIBUTION INC.				\$42,559.27
			4919 - DUSTMASTER 35 - 131,002 LITRES	01-05-503340	Public Works	
15201	7/29/2021	SIGNS NOW				\$10,554.20
			SN51136 - NEW WELCOME TO NEEBING SIGNAGE/INSTALL/SUPPLIES	01-17-501588	Economic Development	
15202	7/29/2021	JOHN SOBOLTA				\$150.00
			LPSB - JUL2021 - LPSB MEETING JULY 14-2021	01-07-502250	Policing	
15203	7/29/2021	SPECTRUM TELECOM GROUP LTD				\$1,139.04
			1067769 - 2 NEW PAGERS - SER#1365X50449 & 1365XK0464	01-03-502160	Fire / Protection PP	
15204	7/29/2021	SUPERIOR MOBILE CLIMATE SYSTEMS LIMITED				\$516.18
			9895 - 6-13 AIR-CON UNIT PRESSURE TEST/FREON RECHARGE	01-05-503319	Public Works	
15205	7/29/2021	TBAY TEL				\$883.78
			50900-JUL2021 - INTERNET/WEATHER/OFFICE LINES/FAX/DEBIT/HEALTH/FIRE HALL 1,4,5,6/BLAKE HALL	01-01-501530	General Government	
			50900-JUL2021 - INTERNET/WEATHER/OFFICE LINES/FAX/DEBIT/HEALTH/FIRE HALL 1,4,5,6/BLAKE HALL	01-03-502155	Fire / Protection PP	
			50900-JUL2021 - INTERNET/WEATHER/OFFICE LINES/FAX/DEBIT/HEALTH/FIRE HALL 1,4,5,6/BLAKE HALL	01-15-507230	Recreation	
15206	7/29/2021	THUNDER BAY LETTER SHOP SERVICES				\$158.70
			13463 - NEEBING NEWS MAIL OUT	01-01-501571	General Government	
15207	7/29/2021	TULLOCH GEOMATICS INC.				\$8,078.37
			1006334 - CLOUD BAY CEMETERY SURVEY	01-10-505110	Cemetery Expense	
			1006696 - ISLAND AVE LOTS 23 & 24 SURVEY	01-01-501517	General Government	
15208	7/29/2021	WEB PRESS (THUNDER BAY) LIMITED				\$599.82
			W21-27752 - PRINTING COSTS NEEBING NEWS	01-01-501571	General Government	
15209	7/29/2021	XEROX CANADA LTD.				\$93.18
			P57598372 - XEROX COPY CHARGES	01-01-501505	General Government	
			P57598372 - XEROX COPY CHARGES	01-03-502157	Fire / Protection PP	

**Municipality of Neebing
Voucher Report - July 2021**

3.5-7

Chq #	Date	Item	Vendor Name / Description	GL Acct #	Trans Detail	Amount
15210	7/29/2021		RECEIVER GENERAL FOR CANADA			\$650.00
			1336831-2021 - MEMO: 1336831 - CELEBRATE CANADA GRANT RETURN	01-15-507245	Recreation	
HYDRO ONE	7/29/2021		HYDRO ONE NETWORKS INC			\$1,162.98
			HYDRO-JUL2021 - HYDRO - JULY 2021 - ALL MUNICIPAL PROPERTIES	01-03-502120	Fire / Protection PP	
			HYDRO-JUL2021 - HYDRO - JULY 2021 - ALL MUNICIPAL PROPERTIES	01-01-501420	General Government	
			HYDRO-JUL2021 - HYDRO - JULY 2021 - ALL MUNICIPAL PROPERTIES	01-05-503310	Public Works	
			HYDRO-JUL2021 - HYDRO - JULY 2021 - ALL MUNICIPAL PROPERTIES	01-15-507215	Recreation	
SUNLIFE	7/12/2021		SUNLIFE ASSURANCE COMPANY OF CANADA			\$5,407.73
			JUN-2021 - JUNE 2021 - EMPLOYEE BENEFITS	01-01-501250	General Government	
			JUN-2021 - JUNE 2021 - EMPLOYEE BENEFITS	01-05-501250	Public Works	
						\$226,457.05

The Corporation of the Municipality of Neebing Administrative Report

Date: August 6, 2021 (For Meeting on August 11, 2021)

To: Mayor and Council

Subject: Administrative Activity Report

File Number:

Submitted by: Erika Kromm, Clerk-Treasurer

This report updates Council since the last activity report was prepared (July 2, 2021).

General:

1. Meetings, etc.: The list of meetings, events, office closures, etc. is appended.
2. Neebing News: The deadline for submission to the Neebing News September edition is August 20.
3. Economic Development: Administration is working to get up to speed on economic development projects since the departure of the Economic Development Officer.

Initial discussions regarding the fall edition of the curated projects are taking place.

Our NOHFC application for Thunder Grinder has passed the initial review and will be going into formal review; we should have an answer by the end of the summer on whether or not we were successful.

The script for the promotional video with Epica Pictures is included in this agenda for review by Council.

The gateway signs on Highway 61 have been fully installed.

4. Landfill Site Work: The public review and comment period for the Environmental Assessment for Scoble Landfill has closed and KGS is preparing the final submission for review by the Ministry. Administration will request a meeting with the Ministry and KGS to discuss the start of the Sand Hill Landfill expansion. Following that meeting it will be possible to obtain a cost estimate.
5. Asset Management: Mr. Livingston and Ms. Jones reviewed the list of roads and forecast replacements in July. They next will review a list of major culvert and bridge work forecasts prior to the scheduling of another Asset Management Committee Meeting.

Neebing enrolled in a free FCM Asset Technical Assistance Program for assistance with our budgeting and financial forecasting, and are waiting to find out what that assistance will entail.

Administration is still awaiting the results of the FCM grant application, but has received confirmation that the application is under review.

6. Prudent Investor Standard: The work the Asset Committee is completing on the capital plan needs to be done prior to the development of the Prudent Investor Standard material. Ms. Jones expects to bring forward the capital plan and the prudent Investor material to Council in September.
7. Municipal Properties: Marketing is continuing for the remaining surplus municipal properties.
8. Broadband Project: Both the provincial and federal funding programs have closed the application process and we are awaiting decisions.
9. West Oliver Lake Park: A meeting with residents will be held on August 9th at Oliver Lake. An extension for the work permit has been requested from the Ministry of Natural Resources and Forestry.
10. Sturgeon Bay Boat Launch: The work permit for the improvements to the Sturgeon Bay Boat Launch was submitted to the Ministry of Natural Resources and Forestry. Administration will be applying for funding through the FedNor Canada Community Revitalization Fund. The program requirements are better suited to the project than the previous funding application.
11. Tenders: No tenders or RFPs are active.
12. Grants: Administration is continuing to work on NOHFC Grant Applications. The Fire Grant has been approved to proceed to the next stage and the Alf Olsen Rink and the Blake Hall rinks Stage 2 application will be submitted the week of August 9-13th.

Planning:

13. Zoning By-law Amendment: No new applications have been received. Administration has not received any further information regarding the re-zoning application that was deferred on April 21, 2021.
14. Severance Applications: No new applications have been received.

Training:

15. Training: All training events lists are occurring via web conference.

ATTACHMENTS: List of upcoming meetings, events and training courses involving members of Council.

ATTACHMENT: Upcoming Meetings/Events

NOTE: Due to the COVID 19 Emergency, most committee and board meetings have been suspended until further notice.

Date/Time	Meeting	Attendees/Comments
August 11, 2021 @ 6:00 pm Via Web Conference	Regular Council meeting	Open to the public (excepting Closed portion, if any)
September 1, 2021 @ 6:00 pm Via Web Conference	Regular Council meeting	Open to the public (excepting Closed portion, if any)
September 14, 2021 @ 9:00 a.m. Via Web Conference	Health & Safety Committee	Councillor Wright, Ms. Kromm
September 15, 2021 @ 6:00 pm Via Web Conference	Regular Council meeting	Open to the public (excepting Closed portion, if any)
October 6, 2021 @ 6:00 pm Via Web Conference	Regular Council meeting	Open to the public (excepting Closed portion, if any)
October 13, 2021 @ 6:00 pm Via Web Conference	Lakehead Police Services Board	Mayor Butikofer, Ms. Kromm, Open to the public
October 20, 2021 @ 6:00 pm Via Web Conference	Regular Council meeting	Open to the public (excepting Closed portion, if any)
December 14, 2021 @ 9:00 a.m. Via Web Conference	Health & Safety Committee	Councillor Wright, Ms. Kromm

Known "regular" committee meetings:

NEDAC: last Monday of each month (5:00 p.m.; Municipal Office)

Recreation Committee: second Monday of each month (7:00 p.m.; Blake Hall)

Cemetery Board: last Monday of mid-quarter months (4:00 p.m.; Municipal Office)

Waste Management Committee: second Monday of each month (5:30 p.m.; Municipal Office)

Lakehead Police Service Board: October 14 (6:00 p.m.; O'Connor Municipal Office)

Lakehead Rural Municipal Coalition: Third Tuesday of each month (4:00 p.m.; Oliver Paipoonge Municipal Office.)

The Corporation of the Municipality of Neebing Administrative Report

Date: July 16, 2021 (for Council meeting on August 11, 2021)

To: Mayor and Council

Subject: June Monthly Report

Submitted by: Dale Ashbee, Fire Chief

Overview

For the second year in a row, June was a relatively quiet month with regard to NES emergency call activity. NES responded to just one (1) formal page out during June, 2021, but did receive several direct requests for advice and assistance from individual residents. The “lock-down” during early June, the limited activities permitted under the Government *Stage 1 Reopening* directive on June 11th, as well as the continued closure of the US / Canada border have all contributed to greatly reduced traffic flow patterns through the municipality. NES was able to conduct regular outside familiarity training sessions with the new pumper truck, and CPR training with small groups of members was achieved using the Blake Hall site.

EQUIPMENT MAINTENANCE.

Minor equipment maintenance items were managed, utilizing the services and expertise of NES volunteers.

P105: *Annual Safety* inspection was completed as required.

P108: The unit required a *rear wheel seal replacement*, which was carried out under warranty. Also, the origin of a continuous-sounding (but heard only intermittently) alarm in the truck cab was determined to be related to a specific “*safety belt /start-up sequence*” programmed into the vehicle seat-belt system. Any deviation from the prescribed sequence of belting-up and subsequent truck ignition results in the alarm sounding. The alarm will continue to sound until the action-sequence is performed correctly.

CALLS

A Neebing resident requested assistance in determining the actual source and the potential threat of smoke appearing to originate from an old dump site on his property. NES, with P108 and a limited crew, responded to the resident’s property. On arrival, they found a small debris pit, which was smoking/smoldering from deep inside the site. The resident used a backhoe to dig up and separate the burning material(s), and NES then used the booster line on P108 to saturate and extinguish the heat source

TRAINING AND EDUCATION

Familiarization training continued outside with P108, utilizing the truck to both draft water, load tankers and flow water, under several different scenario circumstances.

NES usually participates in a number of Public Education and Community Outreach activities each June, none of which were scheduled to take place this year.

ADMINISTRATION

Administration activities during June included:

- Review of, and input toward, the current of *Asset Management Plan* Draft,
- Continued work on Fire Safety Grant projects.
- Participation in various *remote-accessed meetings* with agencies and fire-related organizations,
- Initiation of input of data required to annually update the *OFM Community Profile* including the addition of P108 to NES fleet, ,
- Generation of ongoing reports, which included COVID 19 monitoring **surveys** and **newsletter articles**, and
- Updating of the FP2 data management system was carried out, with input of required information, and report generation as necessary. This data was forwarded to provincial agencies.

The Corporation of the Municipality of Neebing Administrative Report

Date: August 6, 2021 (for Council meeting on August 11, 2021)

To: Mayor and Council

Subject: July Monthly Report

Submitted by: Dale Ashbee, Fire Chief

OVERVIEW

July was the busiest month for NES page-outs since the *COVID 19 emergency status shut-down* was imposed in mid-March, 2020! During this July time period, NES responded to **eleven (11)** formal page-outs, and to **one (1)** non-paged direct request for assistance from a resident. Hot and dry weather conditions resulted in the imposition of a **fire ban** in Neebing and across much of NW Ontario. NES assisted the MNR in providing a *tanker shuttle water supply* to the east side of a Devon Township fire, which happened to be situated immediately west of our Neebing boundary.

MAINTENANCE

Equipment Maintenance:

- No significant equipment maintenance was required during July. Several minor issues were dealt with by NES volunteers as they arose.

Hall Maintenance:

- Routine monthly maintenance on fire halls themselves, and on the vehicles housed in them, was carried out by NES members.
- **Hall 1:** A new door was installed to separate the truck bay area from the adjacent northern area of the hall, which houses the breathable air compressor and EFR supplies, as well as a washroom and the fire gear 'wash and dry' area.

CALLS

NES responded to five (5) call outs for medical assistance, and six (6) calls for fire-related issues. NES also responded to one (1) unpagged response to resident with medical issues who did not require ambulance service.

TRAINING AND EDUCATION

Although NES historically takes a holiday from training during the months of July and August, this year - because of the limitations that COVID has placed on regular training practices - NES moved to provide practical outside training opportunities in July. Much of the focus was on continued member familiarization with P108, and included one evening when the team practiced water tanker shuttles (in a set scenario) with an aim to establish a benchmark regarding the level of waterflow we are able to consistently maintain at a fire scene. The exercise was helpful in assessing where we are in relation to the insurance industry's 'Superior Tanker Accreditation' rating standard.

Community outreach events, which would normally provide important community public education opportunities, continued to be suspended due to ongoing COVID19 restrictions. The Neebing News, the municipal website and the highway billboard signs are serving as the most direct means for getting fire safety messages out to the public during the pandemic.

ADMINISTRATION

Administration activities during July included attention directed to:

- Establishing and monitoring a fire ban in Neebing,
- Progressing with the Fire Safety Grant projects,
- 911 sign installation was continued with contract staff
- Ongoing reports and newsletter articles,
- FP2 Data Management system updates, and
- PPE (along with other COVID related supplies) tracking and reporting,

**The Corporation of the Municipality of Neebing
Administrative Report**

Date: July 19, 2021 (For Meeting on August 11, 2021)
To: Mayor and Council
Subject: Speed Bylaw Change
Submitted by: Laura Jones, Deputy Clerk-Treasurer

RECOMMENDATION:

This report is provided to Council as information related to Item 5.1 on the agenda.

DISCUSSION:

The speed limit by-law passed in 2019 includes the following information regarding the 30 km per hour reduced speed zone on Cloud Lake Road:

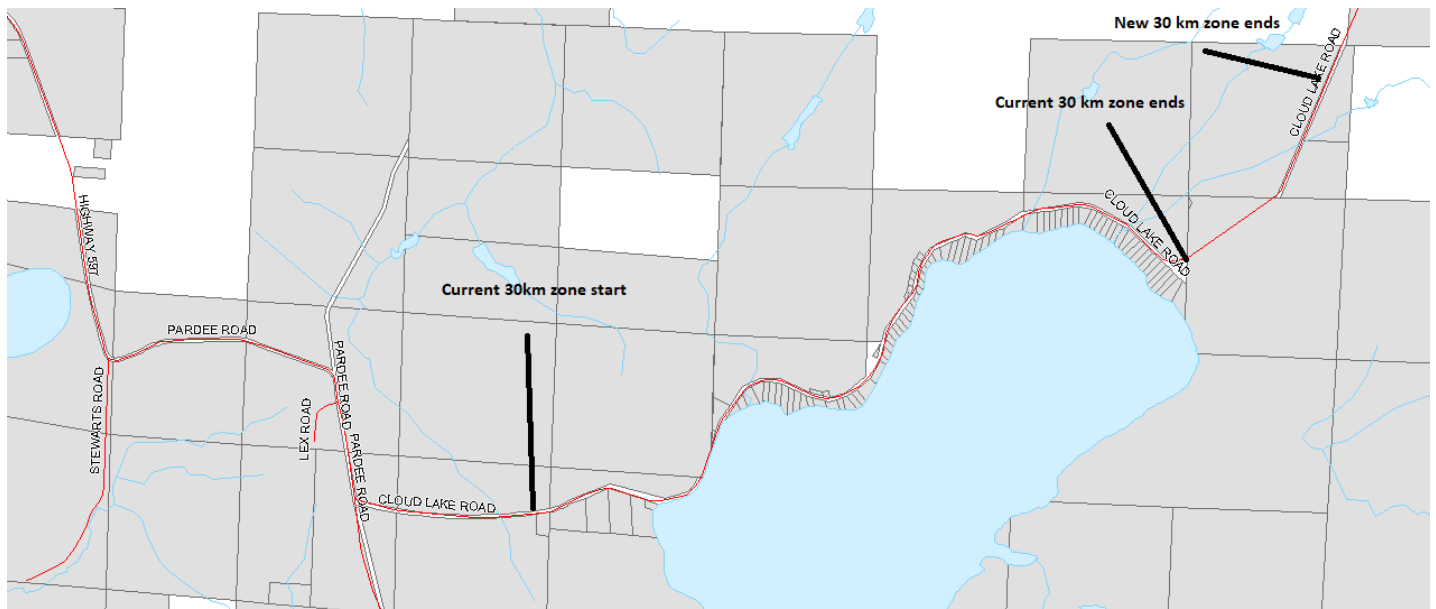
“From the point which is 6.5 kilometres west of the intersection of Cloud Lake Road and Highway 61, to a point which is 1 kilometre east of the intersection of Cloud Lake Road and Highway 597.”

On May 20, 2020 Councillor Wright asked that the 30 km speed limit signs be relocated to the top of the hill at Cloud Lake (see diagram) approximately 5 km from highway 61. Although the change in road signage location increased the length of the 30 km stretch, the speed by-law was not changed.

In early July 2021, a radar traffic counter was placed on Cloud Lake Road near the properties along the Lake. From July 9 – 16 there were 650 vehicles that travelled Cloud Lake Road with an average speed of 45 km. The radar traffic counter was purposefully placed within the area that could be enforced by the OPP.

In order to have the new length that was added to the 30 zone be enforceable, the speed limit by-law 2019-016, needs to be amended.

Diagram of proposed change:



ATTACHMENTS: None

AVAILABLE UPON REQUEST: None

**The Corporation of the Municipality of Neebing
Administrative Report**

Date: August 6, 2021 (For Meeting on August 11, 2021)

To: Mayor and Council

Subject: Tax Penalty Relief

File Number:

Submitted by: Laura Jones, Deputy Clerk-Treasurer

RECOMMENDATION:

Administration recommends that Council allows penalties on overdue taxes to be applied commencing October 31, 2021.

DISCUSSION:

Council provided relief for penalties on overdue tax for Neebing Ratepayers during the COVID pandemic. The relief period was from March 1, 2020 to December 31, 2020, and another motion was made to provide an extension to that penalty relief from January 1, 2021 to September 30, 2021. Currently, penalties on overdue tax amounts will be calculated and applied commencing October 31, 2021.

The application of penalties triggers monthly arrears notices, which help inform individuals of their overdue balance, and the use of penalties encourages prompt payment of overdue tax balances.

There is no further action required if Council wishes to reactivate penalties on overdue tax amounts on October 31, 2021. If Council wishes to extend the penalty relief period, a resolution authorizing the extension must be made prior to October 31, 2021.

ATTACHMENTS: None

AVAILABLE UPON REQUEST: None

**The Corporation of the Municipality of Neebing
Administrative Report**

Date: July 14, 2021 (For Meeting on August 11, 2021)

To: Mayor and Council

Subject: Emergency Response Program and Plan – 2021 Review/Update

File Number: 03-C10-00001-2018 (Emergency Management Program Committee)

Submitted by: Cheryl Jaspers, CEMC

RECOMMENDATION:

Administration recommends that this report be received for information, in connection with the passage of the By-law at Item 5.4 of the Agenda.

BACKGROUND:

The Emergency Management Program Committee (EMPC) has reviewed the Emergency Response Plan and made the adjustments outlined in this report.

DISCUSSION:

The following are the highlights of the amendments to the public portion of the Plan, which is appended to the By-law at Item 5.4 of the Agenda:

Summary of content changes to the Emergency Management Program:

- Page 4 – section a): added current By-law number 2021-033

Summary of changes to the Emergency Response Plan and Appendices:

- Page 14 – VI Public Information Guide – Added sections 'Build your 72 Hour Emergency Kit' (page 15) and under Emergency Situations added section 'D. WILDFIRES' (page 19)
- Appendix B – HIRA – Page 3 - Notes on Emergencies – Influenza (or other) Pandemic: included insights on what was done / is being done during the COVID-19 pandemic

The appendices of the plan are considered confidential and are included in the agenda at Item 5.1 for Council's review and approval.

ATTACHMENTS: None.

AVAILABLE UPON REQUEST: Meeting minutes, etc.

**Ministry of Municipal
Affairs and Housing**

Office of the Deputy Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7100**Ministère des Affaires
Municipales et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7100

August 3, 2021

**SUBJECT: *Main Street Recovery Act: Proclamation of Amendments to the
Municipal Act and City of Toronto Act***

Dear Chief Administrative Officers and Clerks:

As you may know, in fall 2020, the government introduced amendments to the *Municipal Act, 2001* and *City of Toronto Act, 2006* through [Bill 215, Main Street Recovery Act, 2020](#). I am writing to update you that these legislative changes are scheduled to come into force on **September 19, 2021**.

As we collectively work to recover from the impacts of the pandemic, these legislative changes will help support economic recovery on main streets across Ontario and help ensure that important goods can continue to be delivered to businesses in our communities as efficiently as possible. Past pilot projects, which worked with municipal partners, have shown that the changes could also help reduce rush-hour traffic, lower fuel costs for businesses, and reduce greenhouse gas and other emissions.

From September 19, 2021 onwards, municipalities will not be able to regulate noise related to the delivery of goods to the following destinations:

1. Retail business establishments;
2. Restaurants, including cafes and bars;
3. Hotels and motels; and
4. Goods distribution facilities.

These changes will come into force on the same day as the expiry of temporary regulations (O. Reg. 70/20 and O. Reg. 71/20). These regulations, introduced at the outset of the pandemic, limit municipalities from regulating all noise related to the delivery of goods. From September 19, 2021 onwards, once the temporary regulations expire, municipalities will again have the authority to regulate delivery noise to destinations other than the four categories listed above.

Many municipalities, as well as business and logistics sector stakeholders, have expressed support for providing more flexibility for deliveries because of the benefits they offer Ontario's main street businesses and the local communities these businesses serve. Local businesses also have an interest in working to ensure that they continue to be good neighbours while planning for deliveries of goods to their businesses.

.../2

Prior to these amendments coming into force and for clarity for your stakeholders, your municipality may wish to review any applicable bylaws and consider whether any changes are necessary to align with the new framework. If your municipality has any questions on these changes, I would encourage you to contact your local [Municipal Services Office](#).

We will continue to monitor the implementation of this new framework. The Minister of Municipal Affairs and Housing has regulation-making authority to authorize municipalities to regulate delivery noise to the businesses noted above. No regulations are proposed to be made at this time to minimize burden for municipalities and businesses but may be considered in the future if deemed necessary.

Thank you for your continued support and collaboration as we work to support economic recovery in Ontario's communities.

Yours truly,



Kate Manson-Smith

Deputy Minister

c: Laurie LeBlanc, Deputy Minister, Transportation
Giles Gherson, Deputy Minister, Economic Development, Job Creation and Trade
Brian Rosborough, Executive Director, Association of Municipalities of Ontario
Bill Bond, President, Municipal Law Enforcement Officers' Association
Jonathan Lebi, Assistant Deputy Minister, Local Government and Planning Policy Division, Ministry of Municipal Affairs and Housing
Hannah Evans, Assistant Deputy Minister, Municipal Services Division, Ministry of Municipal Affairs and Housing

The Corporation of the Municipality of Neebing Administrative Report

Date: August 6, 2021 (For Meeting on August 11, 2021)

To: Mayor and Council

Subject: Information Correspondence List

File Number: 02-A01-00001-2016 (Council General Administration)

Submitted by: Erika Kromm, Clerk-Treasurer

ORGANIZATION	DESCRIPTION	DATE
Requests/Information/Minutes		
AMO Communications	AMO Policy Update - Northern Wildfire Evacuations, Ontario Connects	Tue 7/20/2021 11:22 AM
Mercedes Labelle	New NPI Report: Just the Tip of the Iceberg: The First Few Months of the Rural and Northern Immigration Pilot	Thu 7/29/2021 9:54 AM
Kendal Donahue	Thunder Bay News and Activities for July 2021	Mon 7/5/2021 2:14 PM
Training/Events		
AMO Events	Connecting Directly with Broadband and Telecommunications Providers	Sat 7/31/2021 1:01 PM
AMO Events	Highlights of Some of AMO 2021 Programming Bonuses	Sat 7/17/2021 7:02 AM
AMO Events	AMO - OFIFC Indigenous Community Awareness Training	Thu 7/15/2021 12:02 PM
AMO Events	AMO's Human Rights and Equity Training	Wed 7/7/2021 10:03 AM
AMO Events	Government Keynotes and Ministers' Forums Confirmed	Tue 7/6/2021 12:04 PM
Environmental Research & Educati...	Elevated Temperature Landfills (ETLFs) - What You Need To Know	Fri 7/30/2021 1:01 PM
Environmental Research & Educati...	ELL Workshop & Emerging Topics in Landfill Management Summit - Seats are Filling Up Fast!	Wed 7/28/2021 4:31 PM
FCM Connect	Available now: new asset management training	Fri 7/9/2021 10:02 AM
Ontario Good Roads Association	Municipal Infrastructure Training: Scott McKay Soils Technology Course	Fri 8/6/2021 9:31 AM
Ontario Good Roads Association	Asset Management of Road Networks - Catering to the Busy Adult Learner	Thu 8/5/2021 8:49 AM
Ontario Good Roads Association	Be the voice of road and pavement authority in your region	Fri 7/30/2021 9:14 AM
Ontario Good Roads Association	Be the hero of your road network with Municipal Pavement Condition Evaluation	Thu 7/29/2021 9:12 AM

ORGANIZATION	DESCRIPTION	DATE
Ontario Good Roads Association	Learn the basics of surveying with this entry level program	Tue 7/27/2021 8:46 AM
Ontario Good Roads Association	Do you want to see the big picture? OGRA's Introduction to Plan Reading and Contract Interpretation	Fri 7/23/2021 8:55 AM
Ontario Good Roads Association	In-Person Learning is Back beginning with TJ Mahony: Maintenance section!	Thu 7/15/2021 9:26 AM
Ontario Good Roads Association	Start thinking cool, register now for OGRA's Snow School.	Tue 7/6/2021 9:45 AM
Newsletters		
AMO Communications	AMO WatchFile - August 5, 2021	Thu 8/5/2021 10:05 AM
AMO Communications	AMO WatchFile - July 22, 2021	Thu 7/22/2021 10:06 AM
AMO Communications	AMO Policy Update - AMO Long-Term Care Transformation Advocacy, Expanding Addictions Support, Free Skills Traini...	Thu 7/8/2021 1:45 PM
AMO Communications	AMO WatchFile - July 8, 2021	Thu 7/8/2021 10:04 AM
Bang the Table	Community Engagement Bulletin: Is it worth the investment?	Fri 7/30/2021 10:17 AM
Canadian HR Reporter Editor	CEWS extensions Video: hybrid workforces Sexist interview?	Thu 8/5/2021 3:04 PM
Canadian HR Reporter Editor	Deloitte embraces hybrid model Whistleblower protections boosted Accommodation discrimination	Tue 8/3/2021 3:19 PM
Canadian HR Reporter Editor	SAP re-opens offices in Vancouver Changes to TFWP Worker disciplined for leaving worksite	Thu 7/29/2021 3:03 PM
Canadian HR Reporter Editor	White paper: Virtual mental healthcare for employees	Thu 7/29/2021 11:07 AM
Canadian HR Reporter Editor	10 key questions on pay equity Sweatpants at the office? Second opinion on IMEs	Tue 7/27/2021 3:02 PM
Canadian HR Reporter Editor	Healthcare and employee benefits in the COVID-19 pandemic	Fri 7/23/2021 10:35 AM
Canadian HR Reporter	Employees being harassed at work? Here's what you need to know.	Wed 7/21/2021 11:02 AM
Canadian HR Reporter Editor	Leaders' mental health Employment equity under review Pandemic shutdown no excuse	Tue 7/20/2021 3:02 PM
Canadian HR Reporter Editor	Canadian HR Reporter Editor Safeguard your employees from COVID-19, flu and more	Fri 7/16/2021 11:06 AM
Canadian HR Reporter Editor	Innovative HR Teams 2021 Workplace screening rules Resignations on the rise	Thu 7/15/2021 3:03 PM
Canadian HR Reporter Editor	Pay Equity Act comes into force 3 months' notice after 3 days 4-day work weeks	Thu 7/8/2021 3:05 PM

ORGANIZATION	DESCRIPTION	DATE
Canadian HR Reporter Editor	Build your pay strategy with confidence Thu 7/8/2021 11:01	Thu 7/8/2021 11:01
Canadian HR Reporter Editor	Funding For Leadership Training	Wed 7/7/2021 11:06 AM
Canada's Safest Employers Awards	Here are the 2021 Finalists!	Tue 8/3/2021 1:05 PM
The Checker	What Is the Difference Between Audits and Inspections?	Wed 7/21/2021 9:13 AM
Circular Innovation Council	Play a Lead Role to Advance Canada's Circular Economy in 2021/22	Thu 7/29/2021 11:11 AM
Circular Innovation Council	Registrations Open for World Circular Economy Forum	Mon 7/26/2021 11:06 AM
crowe@tbaytel.net	Presenting Blue Sky Fall Series	Sun 7/18/2021 9:15 AM
Delayne from ACHIEVE	Books & Free Resources for Your Teams	Fri 7/23/2021 2:09 PM
Delayne from ACHIEVE	Mediation Training: Facilitating Conflict Resolution	Tue 7/20/2021 1:09 PM
Environmental Research & Educati...	Aqueous Waste/Disposal & Liquids Addition - Get the Latest Info	Thu 8/5/2021 8:32 AM
Environmental Research & Educati...	ELL Workshop Registration Now Open!	Mon 7/19/2021 8:59 AM
FCM Communiqué	President's Corner: FCM is standing up for rural communities	Thu 7/29/2021 11:48 AM
FCM Communiqué	FCM Communiqué FCM Voice: Federal Gas Tax Fund transfer: call for testimonials FCM's pledge to fight Antisemitism and Islamophobia	Mon 7/26/2021 3:29 PM
FCM Connect	How to set greenhouse gas reduction targets for Canadian cities Funding Awarded for Home Energy Retrofit Financin	Tue 7/20/2021 10:01 AM
FCM Communiqué	Minister announces Rapid Housing Initiative extension	Thu 7/8/2021 2:22 PM
FCM Connect	Get to know the leaders of the LC3 network GMF funding awarded to Ontario communities and more	Tue 7/6/2021 10:01 AM
Korn Ferry Institute	Parental Pressure Office Lease Wars Sloppy Job Interviews	Thu 8/5/2021 9:15 AM
Korn Ferry Institute	Mandatory Vaccines Accepting High Turnover 'Nice' Bosses	Thu 7/29/2021 9:15 AM
Korn Ferry Institute	The Delta Dilemma A Labor Shortage Solution? Why Leaders Need Grace	Thu 7/22/2021 9:37 AM
Korn Ferry Institute	Resetting Pay After COVID-19 Extreme Weather Worries Managing Everyone's Vacation	Thu 7/15/2021 9:36 AM
LAS - AMO Business Services	2021 Virtual Risk Management Symposium – Keynote Speaker	Mon 7/26/2021 11:02 AM
MPAC -	InTouchJuly 2021 - InTouch	Mon 7/26/2021 3:29 PM

ORGANIZATION	DESCRIPTION	DATE
Municipal Information Network	Municipal Information Network News	Fri 7/16/2021 8:58 AM
Municipal Information Network	Municipal Information Network News	Fri 8/6/2021 3:17 AM Wed 8/4/2021 3:17 AM
NOMA	FW: NPI's June Newsletter: blogs, commentaries and stats from the North!	Thu 7/15/2021 7:33 PM
OECM	OECM's COVID-19 Customer Newsletter	Wed 7/28/2021 9:20 AM
OECM	OECM Connection: Spring/Summer 2021 Edition!!	Thu 7/8/2021 11:05 AM
Ontario Municipal Tax & Revenue	... 2021 OMTRA Conference - Early Bird Registration Deadline Quickly Approaching	Thu 7/22/2021 8:59 AM
Ontario Clean Air Alliance	More stunning revelations about Ontario's nuclear reactors	Fri 7/23/2021 10:18 AM
Ontario Clean Air Alliance	IESO planning to contract more gas power	Tue 7/20/2021 11:51 AM
Ontario Clean Air Alliance	Ontario Clean Air Alliance We're over halfway there – help push our campaign over the top	Thu 7/15/2021 12:15 PM
Ontario Good Roads Association	Municipalities and Reconciliation - Milestones Podcast Episode 13	Mon 7/26/2021 5:51 PM
Ontario Good Roads Association	From Answers to Action - OGRA Membership Survey	Mon 7/26/2021 8:51 AM
Ontario Good Roads Association	Ontario Road Salt Management Advisory Committee (ORSMAC) Looking for Volunteers!	Mon 7/19/2021 8:50 AM
Ontario Heritage Trust Fiducie du ... Heritage	Heritage Matters ... more! July edition Questions de patrimoine... toujours plus! Numéro de juillet	Fri 7/16/2021 8:58 AM
Ontario Trillium Foundation	Ontario Trillium Foundation Vignette Ontario Trillium Foundation August 2021 Newsletter 🌻	Tue 7/27/2021 9:02 AM
RPRA Communications	RPRA's August Newsletter	Fri 8/6/2021 11:30 AM
RPRA Communications	RPRA's July Newsletter	Wed 7/7/2021 9:51 AM
Thunder Bay Chamber of Commerce	the latest: August 3	Tue 8/3/2021 2:31 PM
Thunder Bay Chamber of Commerce	#tbaymarketplace: NOIC	Wed 7/28/2021 11:26 AM
Thunder Bay Chamber of Commerce	the latest: July 26	Mon 7/26/2021 2:01 PM
Thunder Bay Chamber of Commerce	#tbaymarketplace: Boomer's & Shaw	Wed 7/21/2021 10:31 AM
Thunder Bay Chamber of Commerce	the latest: July 19	Mon 7/19/2021 2:31 PM
Thunder Bay Chamber of Commerce	#tbaymarketplace: the Walleye & St. Joe's Foundation	Tue 7/6/2021 10:31 AM

**The Corporation of the Municipality of Neebing
Administrative Report**

Date: August 6 2021 (For Meeting on August 11, 2021)

To: Mayor and Council

Subject: Promotional Video Project

Submitted by: Erika Kromm, Clerk-Treasurer

RECOMMENDATION:

Administration is recommending that Council approve the video script appended to the report, with any edits.

Administration is seeking direction regarding the locations to include in the video.

BACKGROUND/DISCUSSION:

At a previous Council meeting Council authorized Administration to begin work on a second video project with Epica Pictures. The intent of the new video is to promote Neebing as a place to live and work.

Ms. Lanthier began working on the project before her term ended and she drafted a script for the video. The script is attached to this report. The idea for the 90-second video is to have a narrator speak about Neebing as the video roams through the community.

Once Council approves the script and provides input on locations to appear in the video, Administration will seek a narrator and contact Epica Pictures to start the project.

ATTACHMENT: Proposed Script for Promotional Video

AVAILABLE UPON REQUEST: None

ATTACHMENT: Proposed Script for Promotional Video**Locations:**

- Opening scene driving to Neebing (maybe turning around the bend before the cut off to Fort William First Nation?)
- Drive down Highway 61 – near barn?
- Closing scene – a view of a couple/family relaxing on their deck as the sun goes down?

Draft Script/Wording:

The pace of life in Neebing is a little slower than you might be used to...

There is no honking, you can't hear the sound of city construction in the background of your zoom meetings.

Here you don't have to sacrifice quality of life for proximity to amenities. Just 20 minutes from town, Neebing can provide you with all of the benefits of country living, as well as access to retail, the US border, the airport, restaurants, arenas and parks, and more.

The Corporation of the Municipality of Neebing Administrative Report

Date: August 5, 2021 (for meeting on August 11, 2021)

To: Mayor and Council

Subject: Surplus Assets

Submitted by: Laura Jones Deputy Clerk-Treasurer

RECOMMENDATION

Administration recommends that Council approves the listed disbursement plans for surplus assets.

BACKGROUND

The Municipal Act requires that before an item can be disposed, Council must pass a resolution which declares the item surplus, and it must be disposed of in such a way that offers the best utility for the municipality.

By-law 2020-026 was passed in July, 2020 and relates to how surplus assets are to be disposed. This report follows the terms of By-law 2020-026.

DISCUSSION

The following assets have been identified as surplus. Unless otherwise specified suggest that items for sale also be advertised in the Neebing News in September, with information to find the items on the GovDeals website.

VEHICLES

Department	Item	Description	Past Actions	Recommended Disbursement
Roads	1969, End Dump Trailer	Serial Number 1400069 No Safety, Needs Works	Previously declared surplus in July 2017 and Feb 2019	List on Gov Deals auction website
Roads	1987, 20 Ton Trailer	Serial Number 2T9TT2827HU031003 No Safety, Needs Works	Previously declared surplus in July 2017	List on Gov Deals auction website
Roads	2001, Plow Truck	Sterling brand VIN 2FZXKECB9YAF15328 No Safety, Needs Works	Previously declared surplus in July 2017	OK for forest unlicensed roads, List locally in Neebing News

Department	Item	Description	Past Actions	Recommended Disbursement
Roads	2009, Dodge Pick-up	2500 Serial Number 307KS28L696516259 No Safety, Needs Works		Suitable for Parts List locally in Neebing News
Fire Dept	1980, Water Tanker	Ford Tanker (old fire truck) VIN J80UVHA8059 No Safety, Needs Works		List on Gov Deals auction website.

BUILDINGS, BRIDGES and COMPONENTS

Department	Item	Description	Past Actions	Recommendation
Fire Dept	Field Office Trailer (no wheels)	Trailer was used for storage following amalgamation and has not been used for a number of years.		List on Gov Deals
Public Works	Wood Stove	Was installed in Landfill shed		Advertise in Neebing News, accept bids at the office.
Public Works	Lankinen Road Bridge pieces	Metal Bridge is in pieces	Previously declared surplus in Feb, 2019	Advertise in Neebing News, accept bids at the office. If no bids then sell for scrap
Public Works	Old Scoble Landfill Attendant Shed			Advertise in Neebing News, accept bids at the office. If no bids then scrap

OTHER ITEMS

Department	Item	Description	Past Actions	Recommendation
Fire Dept	BB-4 Wajax Pump	This pump was salvaged off the T 104 when it was scrapped and has no obvious role in NES operations. Unit 1990's vintage. Pump weighs 165lbs and would be suitable for use as an auxiliary pump mounted on a truck or trailer frame and matched with a suitable pump head		May be repurposed for use in a neighbouring community. Offer to local Municipalities first, then advertise in Neebing News for December.
Fire Dept	8 Air cylinders - cascades	Large 75 cu ft /2750 psi air cylinders were in good shape in 2014	Declared surplus in 2014 and listed for sale – no buyers	Scrap
Fire Dept	17+Drager Air Boss SCBA units	The units included 17 usable, 5 out of service, 25 air bottles, 12 face masks and 18 pass alarms		Offer to other departments in and fire training operations in area first, if no uptake donate to Fire Fighters Without Borders Canada
Admin	8 - Old Nortel phone units	These units were part of the old phone system at the Municipal Office	Do not work as stand alone units	Scrap
Admin	4 keyboards	Keyboard from replaced computers	Poor condition – missing character	Scrap
Admin	3 – LCD Monitors	Old LCD monitors	Obsolete- of no value	Electronics Recycle
Admin	ASUS mini laptop	Cracked screen, obsolete		Have MicroAge data wipe and recycle

Administration will create a report regarding all bids received and present it to Council during a regular open meeting. Council will pass a resolution to declare the winning bid.

ATTACHMENTS:

AVAILABLE UPON REQUEST: None

**The Corporation of the Municipality of Neebing
Administrative Report**

Date: August 6, 2021 (For Meeting on August 11, 2021)
To: Mayor and Council
Subject: Proposed Lot Addition in Oliver Paipoonge
Submitted by: Laura Jones, Deputy Clerk-Treasurer

RECOMMENDATION:

Administration recommends that Council approves the draft letter in response to the severance application for property near the Stanley Pit on Germain Drive

DISCUSSION:

Neebing received notice of a hearing for two applications regarding proposed lot creations near Neebing's gravel pit (Stanley Pit) on Germain Drive.

The Working Roads Foreman examined the proposed applications and noted they involved the creation of lots on the other side of the road from Stanley Pit. He stated he had some concerns about the location of the existing Germain Drive and the road allowance location. Oliver Paipoonge office was phoned and we were informed that the drawings on the application refer to the existing travelled road.

The Working Roads Foreman suggested that Neebing would have two potential concerns relating to access and use of our gravel pit. He suggested we send a letter regarding those two concerns in response to the applications.

ATTACHMENTS:

One: Letter regarding the Proposed Lot Applications
Two: Correspondence from Oliver Paipoonge regarding Proposed Lot Additions

AVAILABLE UPON REQUEST: None



August 11, 2021

Municipality of Oliver Paipoonge
Committee of Adjustment
3250 Highway 130,
Rosslyn, ON P7K 0B1

Re: Application number 18/23/21 and Application number 18/24/21

The Council of the Municipality of Neebing reviewed the Planning Applications 18/23/21 and 18/24/21. Council respectfully submits the following comment related to the Applications:

Neebing has no concerns regarding the Applications provided that:

- The proposed Applications do not affect the use of our gravel pit
- The proposed Applications do not affect the existing access to our property on Germain Road

Thank you for providing an opportunity to provide comments.

Regards,

Erika Kromm, Clerk-Treasurer
On Behalf of Council
Resolution # 2021-NN-NNN

MUNICIPALITY OF OLIVER PAIPOONGE

COMMITTEE OF ADJUSTMENT

3250 Highway 130
Rosslyn ON P7K 0B1

Phone: (807) 935-2613 Ext. 224
Fax: (807) 935-3309

PUBLIC HEARING CONCERNING PROPOSED LOT ADDITION

RE: Application No.: 1B/23/21
Name of Owner: Hacquoil Construction Ltd.
Name of Agent: n/a
Location: PAIPOONGE CON 1 NKR PT LOT 33 PLAN WM54 PT BLK A

RECEIVED
AUG 14 2021
Municipality of Neening

As the Municipality of Oliver Paipoonge continues to take significant steps to limit the transmission of the COVID-19 virus, the Committee of Adjustment is focusing on protecting the health and safety of the public and Committee members while at the same time processing Planning Act applications to ensure services that support community development can continue. Therefore, in accordance with the Municipality of Oliver Paipoonge's Procedural By-law 68-2020, the Committee of Adjustment will hold a virtual public meeting in accordance with the Planning Act.

TAKE NOTICE that the Municipality of Oliver Paipoonge Committee of Adjustment will hold a Public Hearing on **Thursday, August 12, 2021 at 5:00 p.m.** via Zoom Meeting, which allows for participation by telephone, as well as by computers and mobile devices, to consider the application for a proposed lot addition under Section 53 of the Planning Act, 1990. C.P. 13 as amended to March 30, 2007.

The consent is located on the property legally known as PAIPOONGE CON 1 NKR PT LOT 33 PLAN WM54 PT BLK A, the Municipality of Oliver Paipoonge, Geographic District of Thunder Bay. A key map showing the location of the lands to which the consent applies is attached.

VIRTUAL PUBLIC MEETING: Although in-person Committee meetings have been cancelled, there are several ways in which the general public can provide input on the proposed lot addition, as follows:

a. Submit comments in writing: Persons wishing to provide comments may submit such comments in writing, by email, to planning@oliverpaipoonge.on.ca or by regular mail to the address below, and quote File Number: 1B/23/21. Comments shall be submitted by 4:30 p.m. on Thursday, August 12, 2021.

b. Register to Speak at the Committee of Adjustment Virtual Meeting: If you wish to speak at the Committee of Adjustment Virtual Public Meeting, you are asked to register in advance by email, to planning@oliverpaipoonge.on.ca and quote File Number: 1B/23/21. After registering, you will receive a confirmation email containing information about joining the meeting by following the link provided through email. Please note that neither a computer, nor a video sharing device is required to participate in the meeting via Zoom. You may also opt to call in from a cell or landline. To register by phone please call: 807-935-2613 ext. 224.

NOTES REGARDING YOUR RIGHTS

If a person or public body that files an appeal of a decision of the Committee of Adjustment in respect of the proposed lot addition does not make written submissions to the Committee of Adjustment before it gives or refuses to give a provisional consent, the Local Planning Appeal Tribunal may dismiss the appeal.

THIS NOTICE is sent to the applicant, to various agencies, and to surrounding property owners for their information. If you wish to be notified of the decision of the Committee of Adjustment for the

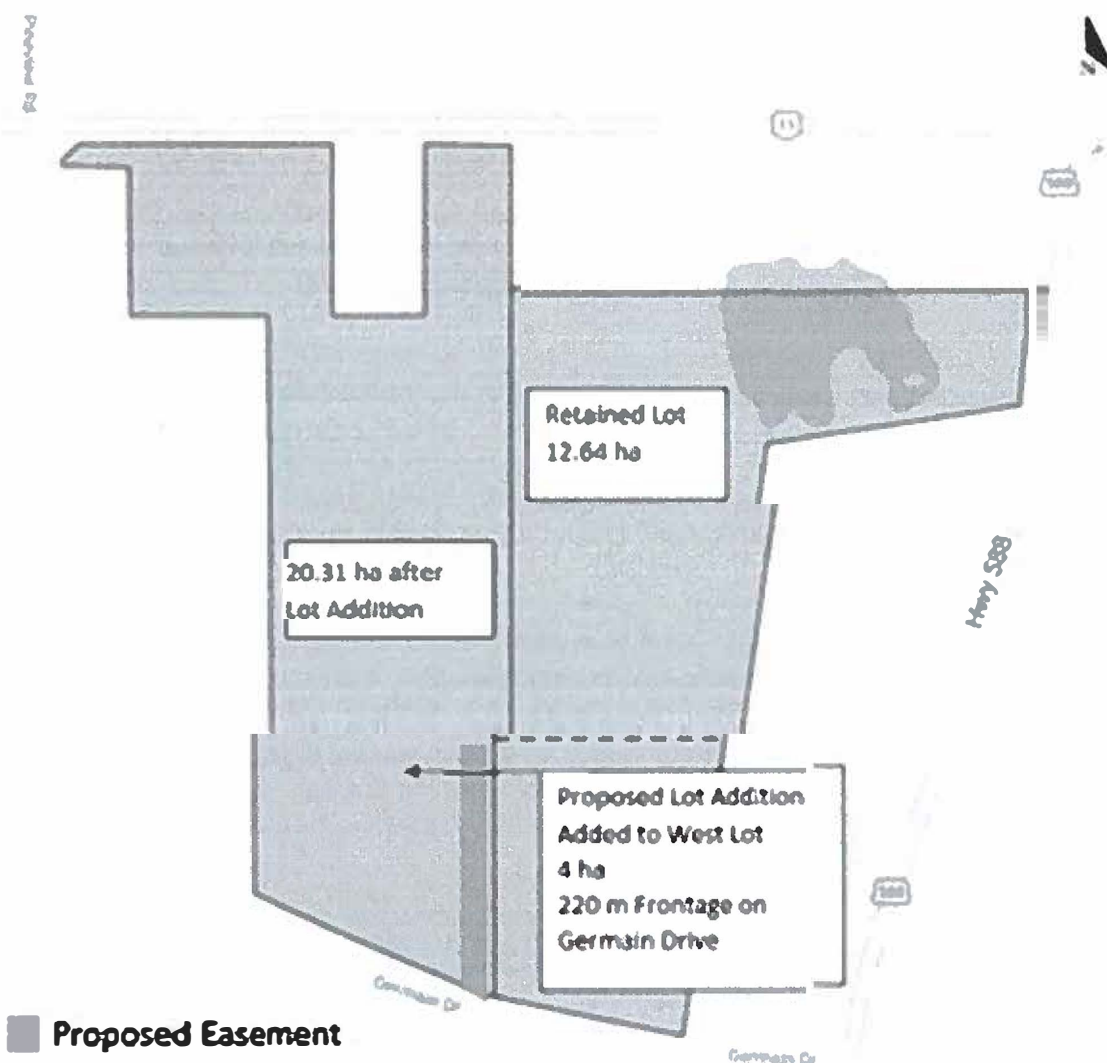
Municipality of Oliver Paipoonge in respect to the proposed lot addition, you must make a written request to the Secretary-Treasurer, Committee of Adjustment, 3250 Highway 130, Rosslyn ON P7K 0B1. Failure of the applicant to appear before the Committee, either in person or by an agent, may result in the deferment or cancellation of the application.

ADDITIONAL INFORMATION related to the proposed lot addition is available by calling the Secretary-Treasurer at 807-935-2613 ext.224.

DATED AT THE MUNICIPALITY OF OLIVER PAIPOONGE THIS 29th day of July 2021.

Please see location map below.

**Kerri Reid, Secretary-Treasurer
Committee of Adjustment**



THIS NOTICE is sent to the applicant, to various agencies, and to surrounding property owners for their information. If you wish to be notified of the decision of the Committee of Adjustment for the Municipality of Oliver Paipoonge in respect to the proposed new lot, you must make a written request to the Secretary-Treasurer, Committee of Adjustment, 3250 Highway 130, Rosslyn ON P7K 0B1. Failure of the applicant to appear before the Committee, either in person or by an agent, may result in the deferment or cancellation of the application.

ADDITIONAL INFORMATION related to the proposed new lot is available by calling the Secretary-Treasurer at 807-935-2613 ext.224.

DATED AT THE MUNICIPALITY OF OLIVER PAIPOONGE THIS 29th day of July 2021.

Please see location map below.



**Kerri Reid, Secretary-Treasurer
Committee of Adjustment**



**The Corporation of the Municipality of Neebing
Administrative Report**

Date: August 6, 2021 (For Meeting on August 11, 2021)
To: Mayor and Council
Subject: NOHFC Grant - Potential Cost Overruns
Submitted by: Laura Jones, Deputy Clerk-Treasurer

RECOMMENDATION:

Administration recommends that Council pass the following resolutions related to the NOHFC grant applications:

BE IT RESOLVED THAT any cost overruns associated with the NOHFC grant for Blake Hall Arena Improvements will be the responsibility of the Municipality of Neebing.

BE IT RESOLVED THAT any cost overruns associated with the NOHFC grant for Alf Olsen Memorial Park Arena Improvements will be the responsibility of the Municipality of Neebing.

DISCUSSION:

Neebing has applied for a grant to NOHFC's Community Enhancement Stream for the Blake Hall Arena Improvements and another grant for the Alf Olsen Memorial Park Arena Improvements.

As part of the Stage 2 Application Neebing is required to state how it will handle any cost overruns associated with the projects. Neebing NOHFC advisor informed us that our application would be strengthened if Council determined in advance that any cost overruns would be the responsibility of the Municipality. Since the grant amounts we applied for are generous, cost overruns are not anticipated.

The potential grant for Blake Hall Arena Improvements is: NOHFC \$500,000 (maximum), Neebing \$211,000

The potential grant for Alf Olsen Arena Improvements is: NOHFC \$56,250.00, Neebing \$18,750

ATTACHMENTS: None

AVAILABLE UPON REQUEST: NOHFC applications for Blake Hall Arena Improvements and for the Alf Olsen Memorial Park Arena Improvements.

Erika Kromm

From: jmharris <jmharris@tbaytel.net>
Sent: Monday, July 19, 2021 5:58 PM
To: Erika Kromm
Subject: Request from NFRA - stain
Attachments: 20210719_175512_resized.jpg

Hello Erika Kromm,

My name is Joy Harris. I am the current president of NFRA (Neebing Association).

A year-round staple of our fundraising for Neebing Emergency Services is the collection of returnable cans and bottles along with metal cans for recycling.

Happily, Council has recently approved our purchase of new signs to be placed at both landfills to encourage these donations.

The sign for Sandhill landfill will be attached to the building that stores the returnable bottles and cans, however that building is desperately in need of a new coat of stain.

NFRA has 2 volunteers that will do this work, one of which previously did house painting. We are just in need of the stain.

I respectfully ask Neebing Council to consider NFRA's request to supply stain and roller covers to re-coat the aforementioned building.

Thank you for considering our request.

Joy Harris
NFRA President
628-2015

Sent from my Galaxy



From: Lisa Dampier <lotsadotsbylisa@gmail.com>
Sent: Friday, July 23, 2021 11:15 AM
To: Erika Kromm
Subject: Vendor market

Good morning,

I would like to ask Neebing Council about the possibility of hosting a local vendor market on the Municipal Office property. We have a lot of talented artisans out here in our community, and this would be a great opportunity to showcase our talented residents and also our beautiful community. My idea would be to allow vendors to book a space (through me) to set up their items. The vendors would be responsible for providing their own tables, chairs and other set up items. I would ensure that vendors are spaced out adequately to follow covid restrictions. Individual vendors would be responsible for cleaning up their own area, and I would ensure that the grounds are completely clean at the end of the event.

I have a similar pop up market already organized at AJ's Trading Post on August 8 with 6 local vendors. I expect to learn a lot from this event to help plan future events. My thoughts are that we could plan it for every second weekend (Sundays) depending on how popular the event is. I'm thinking the municipal grounds could host 20 vendors comfortable with adequate spacing and room for parking. I would take responsibility for all organizing including scheduling vendors, designating areas for vendor booths and for parking, following covid protocols, etc.

I would appreciate if Council would consider this request and let me know ASAP. If you need more details, please contact me via email or cell phone (807) 626-3722.

Thanks for considering this opportunity to support our community.

Regards,
Lisa Dampier
Lotsa Dots by Lisa
(Neebing resident)

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Lotsa Dots by Lisa 🌻



Finance & Audit Committee Resolution

Committee Meeting Date: July 6, 2021
Agenda Item: 9b
Resolution Number: 2021-07-06-465
Moved by: R. Crake
Seconded by: W. Cane
Council Meeting Date: July 21, 2021

“That the Finance and Audit Committee, having considered Report 2021-115, ‘Municipal Court Managers’ Association / POA Advocacy’ recommend that County Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177 Stronger Fairer Ontario Act and take immediate action to streamline and modernize this section of the legislation by making it easier and more convenient for the public and prosecutors to engage in resolution discussions, and by making it more effective and efficient to administer early resolution proceedings for Part I and Part II offences in the Provincial Offences Court; and

Further That the Committee recommend that County Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I or Part II of the POA, and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a justice of the peace; and

Further That the Committee recommend that County Council request the Ministry of Transportation in consultation with Municipalities consider suspending (temporarily) the imposition of demerit points for persons who pay their ticket in cases where they have no previous relevant convictions; and

Further That the Committee recommend that County Council direct staff to forward a copy of this resolution to the Ministry of the Attorney General, MPP David Piccini (Northumberland – Peterborough South), and all Ontario municipalities.”

Carried 
 Committee Chair's Signature

Defeated _____
 Committee Chair's Signature

Deferred _____
 Committee Chair's Signature



Council Resolution

Moved By J. Henderson

Agenda
Item 10

Resolution Number
2021-07-21-491

Seconded By S. Arthur

Council Date: July 21, 2021

"**That** County Council adopt all recommendations from the five Standing Committees, as contained within the Committees' Minutes (July 5, 6, 7, 2021 meetings), with the exception of any items identified by Members, which Council has/will consider separately, including Item 9f of this agenda, the 'Thompson Bridge Closure'."

Recorded Vote
Requested by

Councillor's Name

Carried



Warden's Signature

Deferred

Warden's Signature

Defeated

Warden's Signature

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Report 2021-115

Report Title:	Municipal Court Managers' Association / POA Advocacy
Committee Name:	Finance and Audit Committee
Committee Meeting Date:	July 3, 2021
Prepared by:	Randy Horne, Court Services Manager
Reviewed by:	Glenn Dees, Director of Finance/Treasurer
Approved by:	Jennifer Moore, CAO
Council Meeting Date:	July 21, 2021
Strategic Plan Priorities:	Leadership in Change

Recommendation

“That the Finance and Audit Committee, having considered Report 2021-115, ‘Municipal Court Managers’ Association / POA Advocacy’ recommend that County Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177 Stronger Fairer Ontario Act and take immediate action to streamline and modernize this section of the legislation by making it easier and more convenient for the public and prosecutors to engage in resolution discussions and by making it more effective and efficient to administer early resolution proceedings for Part I and Part II offences in the Provincial Offences Court; and

Further That the Committee recommend that County Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I or Part II of the POA and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a justice of the peace; and

Further That the Committee recommend that County Council request the Ministry of Transportation in consultation with Municipalities consider suspending (temporarily) the imposition of demerit points for persons who pay their ticket in cases where they have no previous relevant convictions; and

Further That the Committee recommend that County Council direct staff to forward a copy of this resolution to the Ministry of the Attorney General, MPP David Piccini (Northumberland – Peterborough South), and all Ontario municipalities.”

Purpose

Immediate regulatory and legislative changes are critical to delivering services to the public by putting in place the most modern, efficient, and effective justice system attainable.

The proposed Early Resolution reforms in Bill 177 Stronger, Fairer Ontario Act do not fully support the objectives of the Ministry of the Attorney General pertaining to creating a modernized and efficient justice system. These changes create procedural barriers that prevent reasonable and effective access to court procedures by replacing a simplified process currently in place with a complex lengthy process.

Background

Northumberland County is not currently opted into the formal Early Resolution process as provided for in the Provincial Offences Act (POA). Early Resolution discussions occur informally, scheduled with the Prosecution Team for all defendants (or their agents) who indicate option 3 (Trial) in response to a Part I (or Part II) charge.

The existing Early Resolution legislation (formal process) provides persons charged with minor offences under Part I (or Part II) of the POA with an option to meet with the prosecutor to resolve matters without the necessity of a trial proceeding. The informal early resolution regime has largely been successful in Northumberland County; providing timely access to justice and being the first POA proceedings to resume during the COVID -19 emergency. The number of Part I matters processed through the early resolution option is approximately 25% of all new charges filed annually and the resolution rate (pre-Trial) is approximately 90%. Approximately 20% of charges Fail to Respond and are convicted in absentia, while 55% of charge fines are paid without a Resolution Meeting or Trial.

The level of public participation in exercising an Early Resolution option in Northumberland County is a clear indication that whether opted into the formal Early Resolution process, or not, the rules under the existing Early Resolution section of the POA are easy for the public to understand and provides access to the justice system for minor offences.

Consultations

The Municipal Court Managers Association (MCMA) has conducted a detailed review of the impact the proposed changes will have on administrative processes and resources. The Bill

177 changes to the formal Early Resolution section of the POA will increase processing steps from the existing 15 administrative processes to over 70 processes. This represents an increase in processes of over 400%. Although Northumberland County has digitized and modernized administrative processes to permit the defendant to file their request digitally, the POA court remains dependent upon the Province's antiquated adjudicative case management system (ICON). Given the lack of a modern adjudicative case management system, the impact of the additional and complex legislative processes under the proposed changes to the Early Resolution section of the POA would likely require additional full time Court Clerks to administer the proposed lengthy and complex early resolution process, should Northumberland County choose to opt into the formal Early Resolution process to take advantage of proposed efficiencies in the legislation.

Simplifying the POA to provide for a more efficient, effective justice system with more convenience and proportionate options to the public for minor offences under Part I of the POA, should not require an increase in processes. Permitting any (formal or informal) early resolution meeting to be held in writing and permitting the filing of written agreements between the prosecutor and defendant to be registered administratively as a court outcome by the Court Clerk immediately provides an accessible streamlined efficient and modern court system to the public.

Legislative Authority/Risk Considerations

The current legislative framework for formal (opted-in) Early Resolution consists of one (1) section with 27 subsections or paragraphs supported by approximately 15 administrative processes. This legislative framework permits a defendant to request a meeting with the prosecutor, request a change to the appointment date once, attend a meeting with the prosecutor and have the outcome of the early resolution meeting recorded by the court on the same day as the meeting.

The proposed changes to the Early Resolution section of the POA under Bill 177 creates a more complex legislative framework for formal Early Resolution process, with five (5) sections and 43 subsections, paragraphs or subparagraphs. This represents an approximate 60% increase to the number of rules.

Discussion/Options

Operational pressures that existed prior to the pandemic have become more pronounced and need to be met with legislative reforms to enable timely recovery of Provincial Offences Courts

POA Courts has long advocated for legislative reforms streamlining and modernizing Provincial Offences Courts in support of equitable and timely access to justice. Immediate regulatory and legislative changes are critical to delivering services to the public by putting in place the most modern, efficient, and effective justice system attainable. The attached MCMA request seeks to align and validate the POA courts position on the following legislative barriers:

1. Halting the proclamation of the Early Resolution reforms included in Bill 177 and requesting to take immediate action to streamline and modernize this section of the

legislation. Under the proposed amendment, complex time periods and rules will be introduced including a redundant abandonment period, and delay in recoding of court outcomes which will result in multiple defendant appearances.

2. Enact changes to the *Provincial Offences Act* and any related regulations to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing. By so conserving court time and judicial resources.
3. Ministry of Transportation in consultation with municipalities consider suspending (temporarily) the imposition of demerit points for persons who pay their ticket in cases where they have no previous relevant convictions.

Throughout 2020, three separate orders were issued by the Ontario Court of Justice and the Province adjourning all court matters, suspending all *Provincial Offences Act* timelines and later extending these timelines into 2021.

The Chief Justice of Ontario and the Province of Ontario issued separate emergency orders in response to the pandemic throughout 2020 directly impacting Court Services operations.

A set of orders issued by the Chief Justice of Ontario and the Province built on each other and affected the legislative timelines under the *Provincial Offences Act*, meaning that the typical timeframe to respond to a ticket or other court matters governed by the *Provincial Offences Act* no longer applied. The orders extended timelines from March 16, 2020 through to and including February 26, 2021.

Simultaneously, the Chief Justice of Ontario also issued a set of orders that adjourned all court matters from March 16, 2020 until January 25, 2021. This resulted in postponing of over 2,000 trial matters until 2021, at the earliest. As part of court recovery, the Chief Justice advised Provincial Offence Courts that non-trial matters could go ahead by audio hearings by September 28, 2020 and that the resumption of remote trials could go forward as early as January 25, 2021, dependent on local judicial approval and court readiness. In-person trials would continue to be adjourned until the court schedule is approved by the Regional Senior Justice of the Peace, and all health and safety measures have been implemented.

The recovery of Provincial Offence courts was impeded by lack of timely direction from the Province concerning the resumption of services. While the provincial objective was to provide a consistent approach to the resumption of Provincial Offences Courts, priority was given to resuming Criminal Court operations. This often resulted in changing timelines and direction. Coupled with the existing issue of limited judicial resources which was intensified throughout the pandemic, Court Services could not effectively respond to the growing volume of pending cases which directly impacted the public's access to justice.

Bill 177 aims to modernize and streamline the Provincial Offences Courts

Legislative amendments to the *Provincial Offences Act* were passed by the Ontario Legislature in December 2017 under Schedule 35 of Bill 177 *Stronger, Fairer Ontario Act*. These amendments include reforming of the Early Resolution process, improving the collection of default fines, and expanding the powers of the clerk of the court. However, the proposed Early

Resolution reforms came short as they do not fully support the objectives of the Ministry of the Attorney General pertaining to creating a modernized and efficient justice system.

In December 2019, the Ministry of the Attorney General advised that it intends to implement Bill 177 amendments through a phased approach. To date the Attorney General has only proclaimed and implemented section 48.1 allowing for use of certified evidence for all Part I proceedings. The rest of Bill 177 amendments are scheduled to be proclaimed later in 2021.

Bill 177 reforms to the legislated Early Resolution process will prevent reasonable and effective access to court procedures by creating a complex and lengthy process

Early Resolution is an optional program Provincial Offences Courts can offer allowing defendants who opt to dispute their charges to request a meeting with a prosecutor to resolve the charges prior to a trial.

Under the proposed amendment, when a defendant attends a meeting with the prosecutor, the outcome is not recorded by the court immediately and there is a myriad of rules to navigate that result in a court outcome. For example, depending on the agreement, a defendant may have to appear before a Justice of the Peace to register the agreement and there are potential additional appearances required by the defendant and the prosecutor before an outcome is registered by the court. In addition, there are multiple complex time periods and myriad of rules including a redundant abandonment period before an outcome is registered. The inclusion of a proposed abandonment period is redundant as fairness and administrative of justice principles already exist in other sections of the *Provincial Offences Act* including the right to appeal a conviction or a sentence. The complexity of the numerous additional rules will not be easily understood by the public and will hinder access to justice.

Early Resolution process could aid in municipal Provincial Offences Court recovery if the section amendments were edited to make it easy and more convenient for the public and prosecutors to engage in resolution discussions. Northumberland County Court Services would reconsider offering a formal Early Resolution option if the Ministry of the Attorney General were to make it more effective and efficient to administer Early Resolution proceedings.

Closure of courts due to the pandemic resulted in a decrease in fine payments and increased pending caseload

The extension of *Provincial Offences Act* timelines, along with the continued closure of court hearings impacted many of Court Services operational drivers. While court front counters were reopened in 2020 to provide essential administrative services, the ability to process charges and to address pending caseload was greatly impeded.

In turn, court revenue was impacted by operational instabilities such as, extension of the requirement to pay and defaulting of a fine. It is important to note that this is considered a deferred revenue as all outstanding fines are debt to the Crown owed in perpetuity and never forgiven. The ability to collect on debt diminishes the older a fine becomes.

There is an understanding that defendants request trials to seek resolutions that reduce demerit points. If demerit points were suspended for a period for those acknowledging their guilt and

paying the ticket, it may encourage defendants to pay their traffic ticket, thus reducing trial requests and pressures faced by trial courts. Details such as the time period for offences to which this would apply, what to do if a person receives multiple tickets, as well as determining whether a person without any convictions within 3 or 5 years of payment is to be treated as a first offender could be determined by the ministry.

Financial Impact

The recommendations contained in this report have no financial impact.

Member Municipality Impacts

Legislative change allowing any (formal or informal) early Resolution Meeting to be held in writing and permitting the filing of written agreements between the prosecutor and defendant to be registered administratively as a court outcome by the Court Clerk would benefit Member Municipalities in their Part II/Bi-Law proceedings in alignment with County Part I and II Early Resolution Proceedings.

Conclusion/Outcomes

In response to a the MCMA request for Joint Advocacy on behalf of all Ontario Municipal POA Courts, staff request that the Committee recommends that County Council pass a resolution in support for the listed MCMA recommendations.

Attachments

1. Letter: MCMA Request for Joint Advocacy



Municipal Court Managers' Association of Ontario

c/o Seat of the President
Regional Municipality of York
17150 Yonge St
Newmarket ON L3Y 8V3

May 6, 2021

Dear Members,

Re: POA Streamlining and Modernization

In response to the increased pressures resulting from COVID 19, MCMA is seeking the support of POA Courts to actively lobby the Province for immediate regulatory and legislative changes. As you know, our ability to respond to Increasing caseload and declining fine revenue is limited. These proposed changes will enable flexibility for municipalities to respond to local pressures.

It is important that we leverage this opportunity to create a modern, efficient, and sustainable justice system that meets the needs of court users. The proposed changes include:

1. Halting the proclamation of the Early Resolution reforms included in Bill 177 Stronger Fairer Ontario Act and take immediate action to streamline and modernize this section of the legislation.
2. Enacting changes to the Provincial Offences Act and any related regulations to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings.
3. Requesting the Ministry of Transportation in consultation with Municipalities, consider suspending the imposition of demerit points for persons who pay their ticket in cases where they have no previous relevant convictions.
4. Make regulatory changes to allow for camera-based offences to be administered through the administrative monetary penalties.

The MCMA board has prepared some templated documents to assist in your efforts. Attached you will find: Draft Council Resolution, draft council report for ER Courts and some key messages to support discussion. We understand that support for one or all may vary depending on individual priorities and appreciate your consideration.

Should you have any questions or would like to discuss further please feel free to reach out to any member of the MCMA board.

Lisa Brooks
MCMA President

"Excellence in Court Administration"

City Clerk's Office

Secretariat
Marilyn Toft
Council Secretariat Support
City Hall, 12th Floor, West
100 Queen Street West
Toronto, Ontario M5H 2N2Tel: 416-392-7032
Fax: 416-392-2980
e-mail: Marilyn.Toft@toronto.ca
web: www.toronto.ca**In reply please quote:
Ref.: 21-GL23.3**

June 24, 2021

ONTARIO MUNICIPAL AND REGIONAL COUNCILS:

**Subject: General Government and Licensing Committee Item 23.3
Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial
Offences Act (Ward All)**

City Council on June 8 and 9, 2021, adopted the following resolution and has circulated it to all Municipal City Councils and Regional Councils in Ontario for support:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.

A handwritten signature in black ink, appearing to be 'M. Toft', written over a horizontal line.
for City Clerk

M. Toft/wg

Attachment

c. City Manager

General Government and Licensing Committee

GL23.3		Adopted on Consent		Ward: All
--------	--	-----------------------	--	-----------

Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial Offences Act

City Council Decision

City Council on June 8 and 9, 2021, adopted the following:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.
4. City Council direct that this resolution be circulated to the all Municipal City Councils and Regional Councils in Ontario for support.

Committee Recommendations

The General Government and Licensing Committee recommend that:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal

representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.

4. City Council direct that this resolution be circulated to the all Municipal City Councils and Regional Councils in Ontario for support.

Origin

(May 7, 2021) Report from the City Solicitor and the Director, Court Services

Summary

This report responds to the changes to the Provincial Offences Act under Bill 177 Stronger, Fairer Ontario Act for City Council to review and consider taking action on the staff recommendations contained herein.

Background Information (Committee)

(May 7, 2021) Report from the City Solicitor and the Director, Court Services on Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial Offences Act

<http://www.toronto.ca/legdocs/mmis/2021/gl/bgrd/backgroundfile-166871.pdf>

Attachment 1 - Bill 177 Changes to section 5.1 of Provincial Offences Act as enacted and not proclaimed

<http://www.toronto.ca/legdocs/mmis/2021/gl/bgrd/backgroundfile-166872.pdf>



THE CORPORATION OF THE TOWNSHIP OF ALBERTON

Session Date: July 14, 2021

Resolution No.: 2021-176

Moved By: [Signature]

Seconded By: [Signature]

BE IT RESOLVED THAT:

WHEREAS 2021 weather conditions in the Rainy River District have included late hard frosts and drought, which conditions are exacerbated by higher than normal numbers of grasshoppers and grass-eating insects, all of which impact growing season and yield;

AND WHEREAS, due to the current drought conditions in the District, animal fodder is drying up and withering, or is being eaten away, to the extent that the volume of fodder available for livestock consumption is down to 25% of normal annual quantities;

AND WHEREAS, due to the 2021 impacts, area farmers are faced with having to sell off 50% or more of their breeding livestock;

AND WHEREAS both Canadian and U.S. drought mapping, copies of which are attached hereto as posted in June, 2021 by Agriculture and Agri-Food Canada and by the National Oceanic and Atmospheric Administration, clearly show the Rainy River District and the surrounding area of Northwestern Ontario to be at the same levels of drought as areas in Southern Ontario;

AND WHEREAS the Provincial Emergency Operations Centre has recognized regions and counties in Southern Ontario as being impacted by drought but indicates no impact for any part of Northwestern Ontario;

NOW THEREFORE Council for the Township of Alberton hereby requests the Province of Ontario and the Ministry of Agriculture, Food and Rural Affairs to forthwith:

1. designate the Rainy River District as an area impacted by drought; and
2. declare an agriculture state of emergency within it; and
3. implement recovery assistance program support for the agricultural sector;

AND FURTHER THAT a copy of this resolution be forwarded to the Honourable Doug Ford Premier of Ontario; to the Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs; to MPP Greg Rickford; to MP Marcus Powlowski; and to all municipalities in Northwestern Ontario.

Pecuniary Interest	Recorded Vote	Council Member	Nay	Yea
		FORD, Mike		
		GLOWASKY, Diane		
		JOHNSON, Jennifer		
		SPENCE, Shawn		
		SPUZAK, Peter		

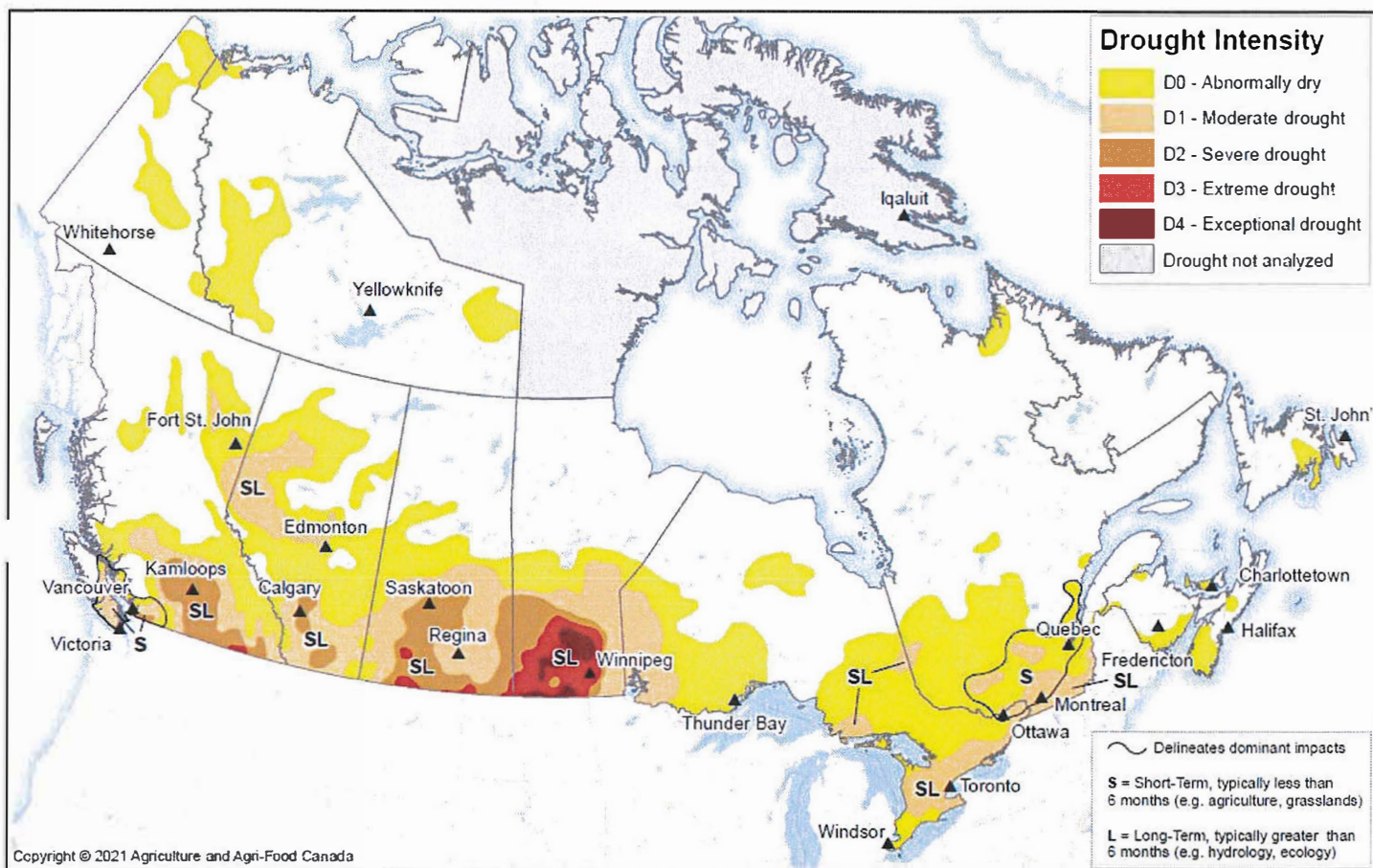
[Signature]
REEVE

CARRIED: ☒

DEFEATED: ☐

Canadian Drought Monitor

Conditions as of June 30, 2021



Drought conditions across much of the agricultural landscape of Canada worsened in June. Although moderate precipitation amounts were recorded in numerous locations, dry spring conditions, elevated temperatures and strong winds depleted excess soil moisture.

Below-normal precipitation and record-breaking high temperatures plagued Interior British Columbia, which exacerbated previous dry and drought conditions in the Pacific region. The Prairie provinces saw a similar worsening of drought conditions with below-normal precipitation for the month, with moisture evaporating quickly, causing stress to crops and reducing availability and quality of livestock water supplies. Drought in Central Canada remained relatively unchanged, apart from increasing drought severity in northwestern

The city of Brandon in southeastern Manitoba, and Dauphin in the east central region as well as Winnipeg in the southeast, were all rated to be in their driest 5 years on record based on precipitation from September 1, 2020 to June 30, 2021. Agricultural conditions continued to degrade with variable crop conditions reported across the province. The Interlake region, received well below-normal precipitation in both the long-term and short-term, which has resulted in the addition of Exceptional Drought (D4); this area received approximately 50 percent of normal precipitation since April. Livestock producers in the region reported very little surface soil moisture where dugouts and pastures have run dry. Another pocket of D4 conditions developed in the western region of the province caused by exceptionally low precipitation in both the short- and long-term. The southeast corner of the province saw the expansion of D1 conditions east toward the Manitoba/Ontario border, based on well below-normal precipitation and record low streamflow levels. Extreme Drought (D3) conditions expanded east from the central region of the province to now encompass Winnipeg, where precipitation amounts accounted for only half of what is typically seen during the month of June as well as significant dryness consistent in the last 9 months.

Central Region (ON, QC)

There were minimal changes to drought conditions in Central Canada through the month of June. Multiple precipitation systems flowed through Ontario and Quebec throughout the month, relieving Moderate Drought (D1) conditions in many parts of the south-eastern region.

In the northwest region of Ontario, lower than normal precipitation contributed to the expansion of both Abnormally Dry (D0) and Moderate Drought (D1) conditions eastward from the Manitoba/Ontario border to the area surrounding Thunder Bay. Northeastern Ontario received 25 to 50 percent of precipitation over the past 30 days and recorded well below-normal streamflow, which resulted in the expansion of Abnormally Dry (D0) conditions. Significant precipitation across southern Ontario alleviated Severe Drought (D2) conditions in the Essex/Chatham Kent region, along the U.S./Ontario border. Although agricultural conditions appeared to be adequate, record low water levels were recorded for Lake Ontario, where levels have not been this low since 1966. An expansion of Moderate Drought (D1) conditions along the northern Ontario/Quebec border occurred due to low precipitation values over the past 90 days, where the area had barely recovered from dry conditions during the 2020 growing season. In Quebec, minimal changes were made to Moderate Drought (D1). Conditions were alleviated along the St. Lawrence region, west of Quebec City, reflecting near- to above-normal precipitation received over the past 90 days.

MARKET FLASH

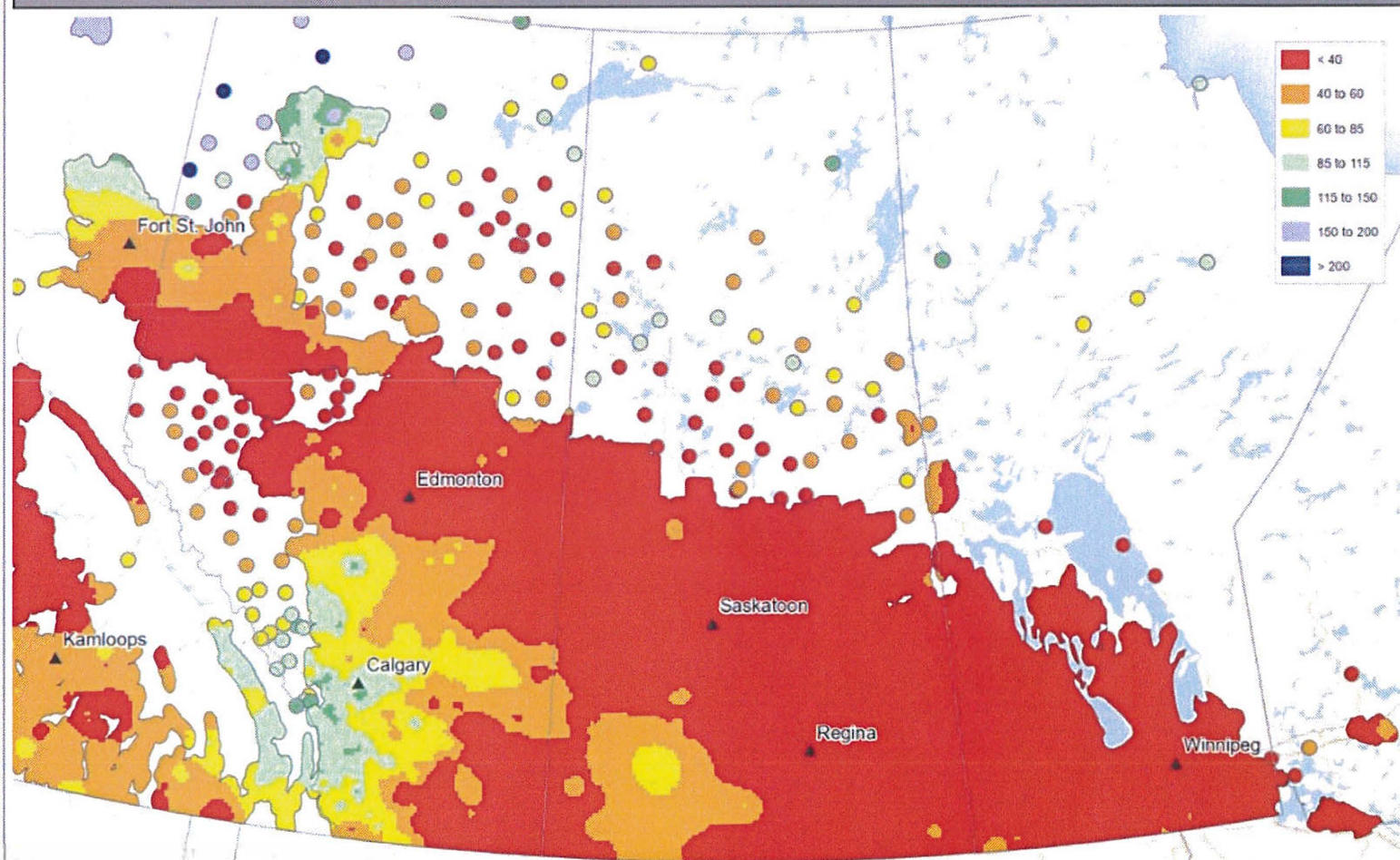
Canada Drought Monitor - Last 30 Days

 Agriculture and Agri-Food Canada Agriculture et Agroalimentaire Canada

Canada

Percent of Average Precipitation

in past 30 days, as of July 11, 2021



Copyright © 2021 Agriculture and Agri-Food Canada

Prepared by Agriculture and Agri-Food Canada's Science and Technology Branch. Data provided through partnership with Environment Canada, Natural Resources Canada, Provincial and private agencies.
Produced using near real-time data that has undergone some quality control. The accuracy of this map varies due to data availability and potential data errors.

Created: 2021-07-12
www.agr.gc.ca/drought

Average Moisture levels

Insight Ag Marketing
STRESS LESS. FARM MORE.

North American Drought Monitor

May 31, 2021

Released: Thursday, June 10, 2021

<https://www.ncdc.noaa.gov/temp-and-precip/drought/nadm/>

Analysts:

Canada - Trevor Hadwen
Alyssa Klein
Mexico - Minerva Lopez Quiroz
Reynaldo Pascual
U.S.A. - Brad Pugh*
Brian Fuchs

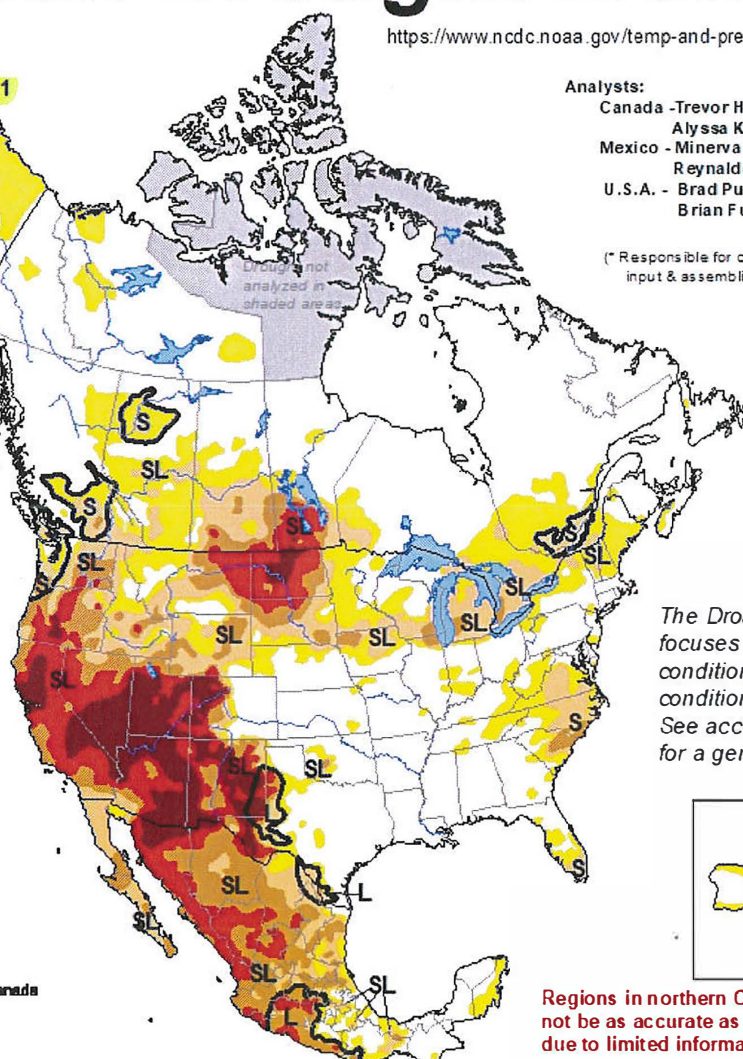
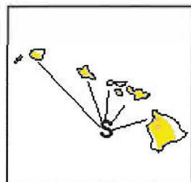
(* Responsible for collecting analysts' input & assembling the NADM map)

Intensity:

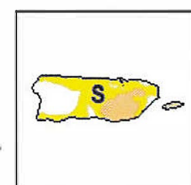
- D0 Abnormally Dry
- D1 Drought - Moderate
- D2 Drought - Severe
- D3 Drought - Extreme
- D4 Drought - Exceptional

Drought Impact Types:

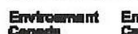
- Delineates dominant impacts
- S = Short-Term, typically <6 months
(e.g. agriculture, grasslands)
- L = Long-Term, typically >6 months
(e.g. hydrology, ecology)



The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text for a general summary.



Regions in northern Canada may not be as accurate as other regions due to limited information.





SIoux LOOKOUT Hub of the North

The Corporation of the
 Municipality of Sioux Lookout
 25 Fifth Avenue, P.O. Box 158
 Sioux Lookout, Ontario • P8T 1A4
 Telephone: (807) 737-2700
 Facsimile: (807) 737-3436
 www.siuoxlookout.ca

Corporate Services Department/Office of the Clerk

July 28, 2021

Honourable Doug Ford
 Legislative Building; 1 Queen's Park
 Toronto, ON Canada
 M7A 1A1

Dear Premier Ford,

**Re: Municipality of Sioux Lookout Council Supports Alberton Council Resolution
 Seeking Action to Address Drought Impact in District and Area**

The Council of The Corporation of the Municipality of Sioux Lookout passed Resolution No. CL-171-2021 in its Regular Meeting on July 21, 2021 in support of the Township of Alberton Council's Resolution. This Resolution seeks action to address the drought impact in the Rainy River District and Northwestern Ontario area.

Should there be any questions about this request please contact the undersigned at (807) 737-2700, ext. 2243 or clerk@siouxlookout.ca.

Sincerely,

Brian P. MacKinnon,
 Manager of Corporate Services/Municipal Clerk

/mn

Enclosure

CC: Honourable Ernie Hardeman- Minister of Agriculture, Food and Rural Affairs
 MPP Greg Rickford
 MP Eric Melillo
 All Municipalities in Northwestern Ontario

~ Facilitating Good Governance ~



SHIOWX LOOKOUT

Hub of the North

Corporate Services Department/Office of the Municipal Clerk

**The Corporation of the
Municipality of Sioux Lookout**
25 Fifth Avenue, P.O. Box 158
Sioux Lookout, Ontario • P8T 1A4
Telephone: (807) 737-2700
Facsimile: (807) 737-3436
www.siuoxlookout.ca

COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF SHIOWX LOOKOUT

Meeting Date: July 21, 2021
Resolution No.: CL 171-2021
Moved by: C. Lago
Seconded: J. Timpson

Sioux Lookout Council Supports Alberton Council Resolution Seeking Action to Address Drought Impact in District and Area

WHEREAS, 2021 weather conditions in the Rainy River District have included late hard frosts and drought, which conditions are exacerbated by higher than normal numbers of grasshoppers and grass-eating insects, all of which impact growing season and yield; and

WHEREAS, due to the current drought conditions in the District, animal fodder is drying up and withering, or is being eaten away, to the extent that the volume of fodder available to livestock consumption is down to 25% of normal annual quantities; and

WHEREAS, due to the 2021 impacts, area farmers are faced with having to sell off 50% or more of their breeding livestock; and

WHEREAS, both Canadian and U.S. drought mapping, copies of which are attached hereto as posted in June, 2021 by Agriculture and Agri-Food Canada and by the National Oceanic and Atmospheric Administration, clearly show the Rainy River District and the surrounding area of Northwestern Ontario to be at the same levels of drought as areas in Southern Ontario; and

WHEREAS, the Provincial Emergency Operations Centre has recognized regions and counties in Southern Ontario as being impacted by drought but indicates no impact for any part of Northwestern Ontario;


NOW THEREFORE the Council of The Corporation of the Municipality of Sioux Lookout supports the Township of Alberton calls to the Province of Ontario and the Ministry of Agriculture, Food and Rural Affairs to forthwith:

- 1) Designate the Rainy River District as an area impacted by drought; and
- 2) Declare an agriculture state of emergency within it; and
- 3) Implement recovery assistance program support for the agricultural sector;

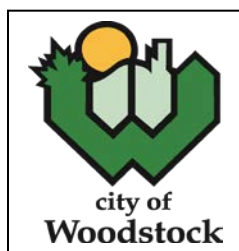
AND FURTHER THAT a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; to the Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs; to MPP Greg Rickford; to MP Eric Melillo; and to all municipalities in Northwestern Ontario

Carried

Certified a Good and True Copy



Brian P. MacKinnon,
Manager of Corporate Services/Municipal Clerk
Municipality of Sioux Lookout
July 22, 2021



Office of the City Clerk
Woodstock City Hall
P.O. Box 1539
500 Dundas Street
Woodstock, ON
N4S 0A7
Telephone (519) 539-1291

July 16, 2021

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Via email premier@ontario.ca

At the regular meeting of Woodstock City Council held on July 15, 2021, the following resolution was passed:

“WHEREAS the current affordable housing crisis in Canada and the quality of life implications caused by addiction, drug and opioid use, and mental health issues are impacting communities in Canada and around the world;

AND WHEREAS citizens in many communities are alarmed by the increase in homelessness, needles discarded in public spaces, visible signs of illegal activities, and are disillusioned with the justice system response;

AND WHEREAS policing and the justice system is not the solution to homelessness and addiction or an effective use of public funds;


AND WHEREAS Public health initiatives and programs aimed at addiction are provided by multiple Ministries and agencies and are clearly inadequate and new long-term solutions are required;

AND WHEREAS many of the programs and attempts from different agencies, government organizations, and Ministry service providers have created a disjointed delivery system;

NOW THEREFORE BE IT RESOLVED that Woodstock City Council calls on the Honourable Doug Ford, Premier of Ontario to bring together the Ministry of the Attorney General, the Ministry of Health, the Ministry of Municipal Affairs and Housing, and the Ministry of Children, Community and Social Services to immediately work together on both short and long term solutions, complete with funding, to take proper responsibility and action to address the affordable housing, homelessness, and addictions crisis;

AND FURTHER that this resolution be circulated to the Honourable Ernie Hardeman, Oxford MPP; the Association of Municipalities Ontario; and all Ontario municipalities.”

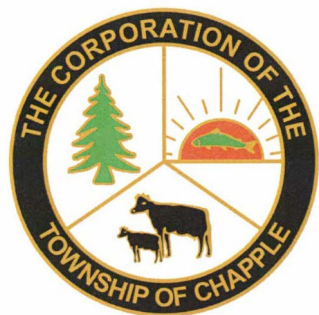
Yours Truly,



Alysha Dyjach, Deputy City Clerk

Cc via email:

- The Ministry of the Attorney General - attorneygeneral@ontario.ca
- The Honourable Christine Elliott – Minister of Health - christine.elliott@ontario.ca
- The Honourable Steve Clark – Minister of Municipal Affairs and Housing - steve.clark@pc.ola.org
- The Honourable Merrilee Fullerton – Minister of Children, Community and Social Services – MinisterMCCSS@ontario.ca
- The Honourable Ernie Hardeman, Oxford MPP - ernie.hardemanco@pc.ola.org
- Association of Municipalities Ontario – amo@amo.on.ca
- All Ontario Municipalities



The Corporation of the Township of Chapple

P.O. Box 4, Barwick, Ontario P0W 1A0 CANADA

Phone: (807) 487-2354
www.chapple.on.ca

Fax: (807) 487-2406
chapple@tbaytel.net

July 13, 2021

Hon. Ernie Hardeman
Minister of Agriculture, Food and Rural Affairs
77 Grenville Street, 11th Floor
Toronto, Ontario
M5S 1B3

Email: minister.omafra@ontario.ca

Dear Minister Hardeman:

Please be advised that the following resolution was duly approved and passed at the regular meeting of Council for the Corporation of the Township of Chapple on July 13, 2021:

BEING AS conditions in the Rainy River District include drought, late hard frosts, grasshoppers, and grass eating insects; and

BEING AS, with current conditions, animal fodder is drying up or being eaten up with quantities being down to 25% of a normal year; and

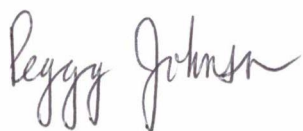
BEING AS farmers are faced with having to sell off 50% or more of breeding live stock;

THEREFORE, the Township of Chapple requests the province and the Ministry of Agriculture, Food and Rural Affairs to provide a disaster relief plan; and

FURTHER , that copies of this resolution be forwarded to the Premier of Ontario, Hon Doug Ford, the Minister of Agriculture, Food and Rural Affairs, Hon Ernie Hardeman, Greg Rickford, MPP, Marcus Powlowski, MP and all Ontario municipalities.

We would respectfully request your consideration to these unprecedented events and the devastating impact to the agricultural industry within the Rainy River District.

Sincerely,

A handwritten signature in cursive script, reading "Peggy Johnson".

Peggy Johnson, CMO
CAO/Clerk Treasurer

cc. Premier of Ontario
Greg Rickford, MPP
Marcus Powlowski, MP
All Ontario Municipalities

THE CORPORATION OF THE MUNICIPALITY OF NEEBING

BY-LAW NUMBER 2021-030

Being a by-law to amend By-law 2019-016
(restricting speeds on Roads in Neebing)

Recitals:

By-law 2019-016 was enacted to set speed limits on the Municipality's roads at 60 km/hour except for the roads (or portions of roads) listed in Schedule "A" of the By-law, which assigns a 30 km/hr speed limit.

The Corporation has experienced feedback from the public regarding vehicles operating at dangerous speeds on the roadway along Cloud Lake Road in geographic Crooks Township.

The Council considers it appropriate to further limit the speeds at which vehicles are permitted to travel on a portion of Cloud Lake Road.

ACCORDINGLY, THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF NEEBING ENACTS AS FOLLOWS:

1. **Amendment to By-law 2019-016:** Schedule "A" of By-law 2019-016 is amended by removing the following row from the table:

Cloud Lake Road	From the point which is 6.5 kilometres west of the intersection of Cloud Lake Road and Highway 61, to a point which is 1 kilometre east of the intersection of Cloud Lake Road and Highway 597
-----------------	--

And replacing it with the following row:

Cloud Lake Road	From the point which is 5 kilometres west of the intersection of Cloud Lake Road and Highway 61, to a point which is 1 kilometre east of the intersection
-----------------	---

2. **Confirmation of Balance:** The balance of Schedule "A" of By-law 2019-016 is confirmed as originally enacted, as previously amended, and remains in full force and effect.

3. **Effective Date:** This By-law shall come into force and take effect upon the date that it is passed.

ENACTED AND PASSED IN COUNCIL this 11th day of August, 2021 as witnessed by the corporate seal of the Corporation and the hands of its proper Officers duly authorized in that regard.

THE CORPORATION OF THE
MUNICIPALITY OF NEEBING

Mayor

Clerk-Treasurer

THE CORPORATION OF THE MUNICIPALITY OF NEEBING

BY-LAW NUMBER 2021-031

Being a by-law to amend the Zoning By-law (Number 2017-030) as it applies to one property (Concession 4, South Part Lot 7 and Part of Location CL3506, Parcel 3987 and Road Allowance 55R5509 Part 4, Scoble Township)

Recitals:

Section 34 (10) of the Planning Act R.S.O. 1990, c P.13 and amendments thereto, allows that an enacted Zoning By-law may be amended.

The Council of the Corporation of the Municipality of Neebing deems it expedient in the interest of the Municipality to amend the Zoning By-law.

In accordance with Subsections 34 (12) and 34 (13) of the Act, notice of a public meeting was given on July 28, 2021, and a public meeting was held on August 11, 2021.

The Corporation of the Municipality of Neebing held a public meeting of its Committee of the Whole on August 11, 2021 for the purpose allowing all interested persons to provide comments for or against the application for the minor variance. The Committee of the Whole recommended to Council that the application for minor variance be approved.

This minor variance is a site-specific amendment that impacts only the land that was subject to the application.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF NEEBING ENACTS AS FOLLOWS:

1. The provisions of this By-law will apply only to the those lands described as Concession 4, South Part Lot 7 and Part of Location CL3506, Parcel 3987 and Road Allowance 55R5509 Part 4, Scoble Township, in the Municipality of Neebing in the District of Thunder Bay. Schedule "A" to this By-law is a pictorial representation of the properties.
2. For the property identified in Schedule "A", the provisions of Section 3.6.2(5) shall not apply, and the following provision shall apply in its stead:

Minimum side yard permitted for a dwelling is 1.5 meters.

3. This By-law is in accordance with the Municipality of Neebing Official Plan, as amended.
4. This by-law shall come into force and effect on the day of its passage in accordance with Subsection 34(21) or 34(30) of the Planning Act, as applicable.

ENACTED AND PASSED IN COUNCIL this 11th day of August, 2021, as witnessed by the corporate seal of the Corporation and the hands of its proper Officers duly authorized in that behalf.

Mayor

Clerk-Treasurer

Schedule "A" – Land Parcel which is Subject to this By-law



THE CORPORATION OF THE MUNICIPALITY OF NEEBING

BY-LAW NUMBER 2021-032

Being a by-law to authorize the execution of an agreement with Her Majesty the Queen in Right of Ontario relating to receipt of Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream

Recitals:

1. Ontario is providing funding to municipalities under a program known as the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream.
2. Ontario requires municipalities to execute an agreement before funds can be received. The deadline for executing the agreement and providing it to the Province is September 3, 2021.
3. Neebing considers it appropriate to participate in this program for the retrofit of the municipal office to protect against the spread of COVID-19 and other communicable disease.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF NEEBING ENACTS AS FOLLOWS:

1. The Mayor and Clerk-Treasurer are authorized to execute an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure, to participate in the Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream, for the retrofit of the municipal office, as outlined in the Agreement, in form and content substantively as in the form of agreement appended to this By-law.
2. This By-law shall take effect on the date it is enacted.

ENACTED AND PASSED IN COUNCIL this 11th day of August, 2021 as witnessed by the corporate seal of the Corporation and the hands of its proper Officers duly authorized in that behalf.

THE CORPORATION OF THE
MUNICIPALITY OF NEEBING

Mayor

Clerk-Treasurer

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE**

THIS TRANSFER PAYMENT AGREEMENT for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

Corporation of The Municipality of Neebing

(CRA# 129040796)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out COVID-19 Resilience Infrastructure Stream – Local Government Intake stream projects.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Projects as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out each Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules and their sub-schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Specific Information
- Schedule “C” - Project Description, Financial Information, and Project Standards
 - Sub-Schedule “C.1” Project Description and Financial Information
- Schedule “D” - Reports
- Schedule “E” - Eligible Expenditures and Ineligible Expenditures
- Schedule “F” - Evaluation
- Schedule “G” - Communications Protocol
- Schedule “H” - Disposal of Assets
- Schedule “I” - Aboriginal Consultation Protocol
- Schedule “J” - Requests for Payment and Payment Procedures
- Schedule “K” - Committee

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:
- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
 - (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
 - (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
 - (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.2 **Electronic Execution and Delivery of Agreement.** The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
 - (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
 - (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or

- (iv) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Projects, that:
 - (a) the Funds are to assist the Recipient to carry out the Projects and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Projects;
 - (c) the Province's and Canada's role in respect of the Projects is limited to making a financial contribution to the Recipient for the Projects, and the Province and Canada are not involved in the Projects or their operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Projects;
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the

Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and

(h) the Recipient has read and understood the Bilateral Agreement.

- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
 - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
 - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as
represented by the Minister of Infrastructure

Date

p.p. Paramjit Kaur, Director
The Honourable Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE
SEAL

CORPORATION OF THE MUNICIPALITY OF NEEBING

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section I.1.1 (Definitions).

“Aboriginal Consultation Record” means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Projects, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canada’s Maximum Contribution” means, for each Project, the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Construction Start” means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of each Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural

environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

“Evaluation” means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiration Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved each Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs in respect of each Project that are ineligible for payment under the terms and conditions of the Agreement, and that are

described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 (Interest-Bearing Account) of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount as set out in Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Ontario’s Maximum Contribution” means, for each Project, the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Progress Report” means the Progress Report described in Article D.1.0 (Reporting Requirements).

“Project” means any one of the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

“Projects” means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

“Total Financial Assistance” means for each Project, the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of each Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the

financial, contractual and reporting requirements;

- (e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:
 - (i) To support COVID-19 response and economic recovery efforts.
- (f) The Project will be community-oriented, non-commercial in nature, and open for use to the public and not limited to a private membership; and
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete each Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

- A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).
- A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before December 31, 2022, or any other date subject to the prior written consent of the Province.

A.4.0 FUNDS AND CARRYING OUT THE PROJECTS

A.4.1 Funds Provided. The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out each Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of any Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of any Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Projects. The Recipient will, in respect of each Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 Interest. If the Recipient earns any Interest on the Funds, the Province may do either

or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds for each Project;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds eighty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received or due in respect of any Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

A.4.7 Disclosure of Other Financial Assistance. The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of each Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 Recipient's Acknowledgement of Responsibility for Projects. The Recipient will, in respect of each Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry

standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term the Recipient determines that it will not be possible to complete any Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient’s Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain 10% of the Maximum Funds in respect of each Project (“**Holdback**”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 Exemptions to Competitive Awarding. The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;

- (b) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of each Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.5.6 Revenue from Assets. If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and

- (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain until March 31, 2034:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each Project.

A.7.4 Records Review. The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or any Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

A.7.6 Cooperation. To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

A.7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 Auditor General (Ontario and Canada). The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 Sharing of Audit Findings and Reports. The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 Evaluation. The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 Calculations. The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

- A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule “G” (Communications Protocol).

A.9.0 **LIMITATION OF LIABILITY AND INDEMNITY**

- A.9.1 **Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

- A.9.2 **Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

- A.9.3 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

- A.9.4 **Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such

election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

- A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.
- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to each Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:
- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30-day written notice of cancellation.
- A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:
- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as

provided in section A.10.1 (Recipient's Insurance); or

- (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) provide to the Province a copy of any of the Recipient's insurance policies that relate to each Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for any Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out any Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its

control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) the Recipient ceases to operate.

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 When Termination Effective. Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

A.14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

- A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

- A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

- A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or

employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

- A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:
- (a) the Recipient's successors and permitted assigns; and
 - (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

- A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

- A.22.1 **Agreement into Effect.** The Recipient will:
- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
 - (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

- A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one

entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 Joint Authorship Of Agreement. Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond

the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Projects), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 **Assessments.** The Recipient will complete the assessments that are further described in Schedule “D” (Reports).

A.28.0 ABORIGINAL CONSULTATION

A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).

A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:

- (i) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (ii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iii) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of any Project under the Agreement if required by the Province,
- (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
 - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE “B”
SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 Expiration date. The Expiration Date is **December 31, 2025**.

B.2.0 MAXIMUM FUNDS

B.2.1 Maximum Funds. Maximum Funds means, for each Project, the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution as set out in Sub-schedule “C.1” (Project Description and Financial Information).

B.3.0 ADDRESSEES

B.3.1 Addressees. All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<p>Contact information for the purposes of Notice to the Province</p>	<p>Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3</p> <p>Attention: Manager, Program Delivery Unit</p> <p>Email: ICIPCOVID@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Position: Clerk-Treasurer Address: 4766 HIGHWAY 61, ON, Neebing, P7L0B5 Email: clerk@neebing.org</p>

[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS FOLLOWS]

SCHEDULE “C”

PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

C.1.1 Project Description. The Recipient will carry out each Project as described in Sub-schedule “C.1” (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for any Project must occur by September 30, 2021, or any other date with the prior written consent of the Province.

C.2.0 PROJECT STANDARDS

C.2.1 Canada’s Requirements for Standards. In addition to any other standards that the Recipient must meet or exceed for each Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.3.1 Province’s and Canada’s Consent. Any change to any Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

**SUB-SCHEDULE “C.1”
PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

(a) List of Projects

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maximum Contribution (\$)	Percentage of Provincial Support (%)
2020-12-1-1469964019	Municipal Office Retrofit	03/24/2021	\$100,000.00	\$80,000.00	80%	\$20,000.00	20%

(b) Project Description

- (i) Project - Municipal Office Retrofit, case # 2020-12-1-1469964019.

This project will increase safety and security of staff by restricting access to certain areas of the building, improve workflow by reconfiguring layout of main office area and create additional offices/workspaces.

The project involves retrofitting the municipal office to enclose the exterior vestibule, create a secure lobby area with service window for payments and inquiries and reconfigure main office area to accommodate the new service window. This involves relocating the existing reception desk and then altering the existing reception area to create additional office space.

The outcome will increase security for staff, controlled access to the building and provide two new offices.

[SCHEDULE “D” – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 Reports. The Recipient, with respect to each Project, will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year.
- (b) **Claim Reports.** Other than for the Final Payment, once per calendar year, the Recipient will submit a request for payment for Eligible Expenditures, with respect to each Project, to the Province that is in a format to be prescribed by the Province. The request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:
 - (i) a detailed breakdown of invoices that are being claimed for reimbursement; and
 - (ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province’s sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
 - (i) a declaration of project Substantial Completion;
 - (ii) a final Progress Report in a manner, format, and with such content as may be prescribed by the Province;
 - (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
 - (iv) a summary of any Communications Activities made for the Project; and,
 - (v) a photograph of the Project.
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of each Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE “E”

ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, for each Project, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
 - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required services at the best value for money; and
 - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of the Province and Canada in section E.1.1, for each Project, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after December 31, 2022 or any other date with the prior written consent of the Province;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;

- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:
 - (i) Land,
 - (ii) Buildings, or
 - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by the date that is 60 Business Days following Substantial Completion;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";

- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- (v) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
 - (i) tourism infrastructure;
 - (ii) a facility that serves as a home to a professional sports team; or
 - (iii) a planning project;
- (bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of any Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient;
and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to each Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and each Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of any Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to any Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of each Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

- G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

- G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of each Project.
- G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at each Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:
- (a) on the marker, recognize the Province's and Canada's contributions; and
 - (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.
- G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for any Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”) in respect of each Project.

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient, with respect to each Project, will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

- J.1.1 Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of each Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

- J.2.1 Procedures.** The procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.
- J.2.2 Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of each Project to the Province in a diligent and timely manner. If no Eligible Expenditures have been incurred in the twelve months preceding the date before which a request for payment is due under D.1.1(b) , the Recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

- J.3.1 Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures, including the Final Payment request, in respect of each Project to the Province in accordance with, and on the frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

J.4.0 PAYMENTS OF FUNDS

- J.4.1 Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support

and the Percentage of Federal Support as set out in Sub-schedule “C.1” (Project Description and Financial Information).

J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:

- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
- (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments of Funds).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of any Project’s Substantial Completion.

J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of any Project.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

- J.7.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

- J.8.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A” (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule “A” (General Terms and Conditions) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;

- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for any Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information related to Schedule “D” (Reports).

THE CORPORATION OF THE MUNICIPALITY OF NEEBING

BY-LAW NUMBER 2021-033

Being a By-law to update the Emergency Management Program and Emergency Response Plan for the Municipality of Neebing.

Recitals:

1. The Province of Ontario has passed the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9, as amended (the “Act”).
2. Subsection 2.1(1) of the Act requires that every municipality shall develop and implement an Emergency Management Program and the Council of the municipality shall, by by-law, adopt the Emergency Management Program.
3. Subsection 3(1) of the Act requires that every municipality shall formulate an Emergency Response Plan, outlining the provision of necessary services during an emergency, the related procedures, and the manner in which employees of the municipality and other persons will respond to the emergency. The Council of the municipality shall, by by-law, adopt the Emergency Response Plan.
4. Subsection 4(1) of the Act makes provision for the Head of Council of a municipality to declare that an emergency exists in all or part of the municipality, 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 Response Plan of the municipality in order to protect the property, health, safety and welfare of the inhabitants of the emergency area.
5. Paragraph 9(c) of the Act provides for the designation of one or more members of Council who may exercise the powers and perform the duties of the Head of Council under this Act during the absence of the Head of Council or during his or her inability to act.
6. The Municipality has had an Emergency Management Program and an Emergency Response Plan for some time now, and passes this by-law to approve a revised program and plan, as its annual update.

ACCORDINGLY, the Council of The Corporation of the Municipality of Neebing ENACTS AS FOLLOWS:

1. That Council approve the development, implementation, maintenance, testing and review of an Emergency Management Program in accordance with the standards published by the Office of the Fire Marshal and Emergency Management, and such program shall include:

- a. Neebing's Emergency Response Plan (the public portion of which is Schedule "A" to this By-law);
 - b. Neebing's Emergency Management Program Committee (EMPC), being comprised of the Mayor, Administrative Head, Community Emergency Management Coordinator (CEMC), any Alternate CEMCs and the Fire Chief;
 - c. Training programs and exercises for employees of the municipality and other persons with respect to the provisions of necessary services and procedures to be followed;
 - d. Ongoing public education on the risks to public safety with an emphasis on emergency preparedness;
 - e. The completion of a Hazardous Identification Risk Assessment ("HIRA"), which is confidential, and an annual HIRA review;
 - f. Completion of a Critical Infrastructure Listing (CIL), which is confidential, noting key infrastructure required to maintain a continuity of operations within the municipality, and an annual review of this list;
 - g. Establishment of an Emergency Operations Centre (EOC), to be used by the Emergency Control Group (ECG) in an emergency;
 - h. Designation of an Public Information Officer (PIO) who shall act as the primary media and public contact for the municipality in an emergency;
 - i. Annual review, maintenance and enhancement of the Emergency Management Program and updating of all resource and contact listings;
 - j. Neebing's Emergency Response Program summary (Schedule "B" to this By-law); and
 - k. Other activities as required by the Office of the Fire Marshal and Emergency Management to meet the requirements of the Act, and any related regulations, policies and procedures.
2. The Chair of the EMPC is the CEMC.
 3. The PIO is the Administrative Head.
 4. The EOC is the Municipal Office at 4766 Highway 61, Neebing, Ontario.
 5. The alternate EOC is the Blake Community Hall 71 Blake Hall Road, Neebing, ON.

6. The public portion of the Emergency Response Plan, attached as Schedule "A" to this By-Law, is approved and adopted.
7. The confidential portion of the Emergency Response Plan, being contact information for various agencies and individuals, together with the HIRA and CIL, which are all required by law, and/or for personal privacy and protection, to remain confidential, presented to Council in closed session on the date of this By-law, is approved and adopted.
8. That Council authorizes the Administrative Head to make administrative changes to the Emergency Response Plan including personnel changes, organizational changes, contact information, phone numbers and other administrative matters without formal amendment to this By-law.
9. By-Law 2020-045 is repealed.
10. This By-law shall come into force and take effect on the date that it is enacted.

ENACTED AND PASSED IN COUNCIL this 11th day of August, 2021, as witnessed by the corporate seal of the Corporation and the hands of its proper Officers duly authorized in that behalf.

THE CORPORATION OF THE
MUNICIPALITY OF NEEBING

Mayor

Clerk-Treasurer



Emergency Response Plan

THE CORPORATION OF THE MUNICIPALITY OF NEEBING

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General

The Municipality of Neebing is comprised of the Geographic Townships of Blake, Crooks, Pardee, Scoble and Pearson and is located on both sides of Highway 61 between the south borders of the City of Thunder Bay, the Municipality of Oliver Paipoonge, the Fort William First Nation, and the US Border. It has a population of approximately 2050 persons and an area of approximately 825 sq. km. Neebing has its own volunteer fire protection and prevention service, and first response team, and is policed under contract (jointly with the Townships of Gillies, O'Connor and Conmee) by the Thunder Bay OPP Detachment. Secondary arterial roads include Provincial Highways 593, 595, 597 and 608. Neebing has enhanced 911 service.

The most probable emergencies to affect the Municipality are listed in the HIRA (Hazard Identification and Risk Analysis) which is attached as Appendix B. This Appendix is confidential.

Introduction

Emergencies are defined as situations, or the threat of impending situations, abnormally affecting the health, safety, welfare or property of the community, which by their nature or magnitude require a controlled and coordinated response by all agencies. These are distinct from routine operations carried out by municipal agencies, e.g., fire, police, or roads department, etc.

The *Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9*, as amended, (the “Act”) is the authority for the by-law approving this emergency response plan. This plan prescribes procedures for and the manner in which municipal employees and other persons will respond to an emergency. The Act states “Heads of Council 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/she considers necessary and are not contrary to the law to implement the emergency plan of the municipality and to protect the property and health, safety and welfare of the inhabitants of the emergency area.” Accordingly, it is clear that the principal function of the Emergency Control Group (“ECG”), if assembled, is to assist the Head of Council in making and placing in effect any decisions and orders that are made to control and mitigate the effects of an emergency. All members of Council, the ECG, and members of responding agencies should read the plan, know where their copy is kept and be familiar with their duties in the event of an emergency.

In addition to this Emergency Response Plan (the Plan), each responding department/agency will also have its own emergency plan or standard operating procedures, call-out and resource list.

Emergency Management Program Committee

The Emergency Management Program Committee (EMPC) is comprised of the Mayor, Administrative Head, Community Emergency Management Co-Ordinator (CEMC) and Fire Chief. This group will approve the Plan’s content and review the Plan annually, making recommendations for updates or amendments to Council for approval.

The EMPC is responsible for the Neebing Emergency Management Program (the Program), which includes public information and education, municipal emergency programming and the annual testing of the Plan, as well as keeping all those involved current in terms of emergency planning education and training.

EMERGENCY PLAN FOR THE COORDINATION OF SERVICES IN THE EVENT OF A REAL OR IMPENDING EMERGENCY

The aim of the Neebing Emergency Response Plan (the Plan) is to establish a general plan of action for the coordinated response in the event of an emergency, or impending emergency, in order to preserve life, health and property in the Municipality of Neebing.

I. THE EMERGENCY CONTROL GROUP

All emergency operations shall be directed and controlled by the Emergency Control Group (ECG), who will assemble at the Emergency Operations Centre (EOC). The Neebing ECG is comprised of the following persons or their alternates:

- Mayor
- Administrative Head
- Fire Chief
- CEMC
- Working Roads Foreman

As and when required, the following agency resource persons, or their alternates, are invited to the Emergency Operations Centre to participate with the Control Group depending on the emergency:

- OPP Detachment Commander
- Superior North Emergency Services Chief
- Thunder Bay District Social Services Administration Board Representative
- Thunder Bay District Health Unit Medical Officer of Health
- Ministry of Natural Resources and Forestry District Manager
- Lakehead Region Conservation Authority Manager
- Salvation Army Representative
- Canadian Red Cross Representative
- St John Ambulance Representative

Note: All members of the ECG and the relevant agency resource persons must be notified when the plan is activated. Not all of the agency resource persons have to be present for the ECG to function. Additional personnel may be required, depending on the nature of the situation, such as: persons to act as scribes, a dangerous goods expert, a person from OPG and/or a person from Enbridge Gas

II. IMPLEMENTATION OF THE PLAN

It is the responsibility of the first responding municipal agency at the scene of an emergency to assess the situation and to recommend whether this plan should be implemented. If the size or seriousness of the emergency appears beyond the capability or responsibilities of that agency, the plan shall be put into effect. Any member of the ECG, upon realizing the magnitude of an emergency or impending emergency warrants the plan's implementation, may do so. Once the emergency exists, municipal employees may take such action(s) under this emergency plan as required to protect lives and property of the community even though an emergency has not been declared under the Act.

III. EMERGENCY ALERTING OF ECG

On receipt of instructions from a member of the ECG, the OPP will call out the ECG. All members of the ECG will be called, or alternates in the event that members cannot be contacted. In the event telephone service is out, the police will contact the ECG by the most effective means. Whichever member of the group gives the call-out instruction will decide if this is to be a full call-out or a standby call out. Ensure the instructions are explicit.

Full call out instructions will inform the ECG member to attend the Emergency Operations Centre (EOC) at either the primary (Neebing Municipal Office 4766 Highway 61) or secondary (Blake Hall 71 Blake Hall Road) location.

Standby call out instructions will inform the ECG member to remain by their telephone until further notice, etc.). The standby call may also be made by one of the ECG members who could supply additional information.

Should the magnitude of an emergency be so extensive that communications are disrupted and it is apparent to the ECG members that a disaster has occurred, they are to proceed to the EOC immediately.

IV. ROLES AND RESPONSIBILITIES

1. The Emergency Control Group (ECG)

Regular Responsibilities – Emergency Situations

The ECG shall always undertake the tasks set out below.

- a) Appoint a Site Manager.
- b) Take such action as is necessary to minimize the effects of an emergency or disaster on the municipality or its inhabitants.
- c) Direct, co-ordinate and supply administrative and logistic support to all municipal departments, agency resources and community resources, in controlling the emergency or disaster. This includes contacting, as necessary, community resources and agency resources.
- d) Establish an information center for issuance of accurate releases to the news media and for issuance of authoritative instructions to the general public.
- e) Share (internally) information on the emergency and important action taken by members and by agency and community resources via an appropriate display, such as, for example, a flip chart. Pages must be retained for record purposes.
- f) Members of the ECG will gather at regular intervals or business cycles to inform each other of actions taken and problems encountered. Frequency of meetings and agenda items will be established by the Administrative Head in consultation with the Mayor and CEMC. Meetings will be kept as brief as possible to allow members to carry out their individual responsibilities.

- g) Members of the ECG must ensure all personnel are, and remain, accounted for at all times during the emergency. When the emergency is over, ensure that they are advised of the termination of the emergency, and ascertain that no responders are left behind. Each agency should have a list of its personnel working during the emergency and use it as a check-off list, both during and at the termination of the emergency.
- h) Each member of the ECG shall, individually, maintain his or her own log of all actions taken.

As-Required Responsibilities – Emergency Situations

The responsibilities of the ECG and those described for individual ECG and responding agency and community resource persons, will vary depending on the type and magnitude of the event. On an as needed basis, the ECG shall undertake the tasks set out below.

- a) Be prepared to authorize the expenditure of municipal funds which are required for the preservation of life and health.
- b) Take initiative on any action required which isn't covered in the emergency plan.
- c) Be aware that communications usually are the first thing to break down in an emergency. Ensure the ECG members communicate well within the group, to/from their department/agency, use maps when applicable or any other means to assist in sharing of information.

2. Mayor

Regular Responsibilities – Between Emergencies

The Mayor shall always undertake the tasks listed below.

- a) Participate as a member of the Emergency Management Program Committee (EMPC) to conduct the annual Emergency Plan review.
- b) Maintain competency through training, as required, to be able to appropriately handle emergency situations.
- c) Keep current on hazard identifications in the community.

Regular Responsibilities – Emergency Situations

The Mayor shall always undertake the tasks listed below.

- a) Consult with members of the ECG and decide if a state of emergency should be declared.
- b) Declare an emergency under the Act if warranted.
- c) Appoint a Public Information Officer (which is usually, but may not be, the Administrative Head).
- d) Ensure that the Office of the Fire Marshall and Emergency Management (OFMEM) has been notified by fax of the declaration of an emergency via the Provincial Emergency Operations Centre (PEOC).
- e) Approve news and public announcements.
- f) If an Emergency has been declared, terminate the Emergency at the end of the situation and ensure the PEOC is notified by fax.
- g) Keep an individual log of all action taken.

As-Required Responsibilities – Emergency Situations

The responsibilities of the Mayor may vary depending on the type and magnitude of the event. On an as needed basis, the Mayor shall undertake the tasks set out below.

- a) Order an evacuation of people in the danger zone from a potentially life-threatening or health-threatening situation if warranted and in consultation with the applicable experts in the ECG.
- b) Request assistance from neighbouring municipalities for evacuation and reception centers if applicable.
- c) Update Council on the emergency as required.

- d) Assist the Administrative Head with the application for any Disaster Recovery Assistance funding from other orders of government.

Note: Under the Act, in the municipality only the Head of Council may declare an emergency. Normally the Head of Council declares the emergency terminated; however, under the Act, the municipal council or the Premier of Ontario may declare the termination of an emergency.

3. Administrative Head

Regular Responsibilities – Between Emergencies

The Administrative Head shall always undertake the actions listed below.

- a) Participate as a member of the Emergency Management Program Committee (EMPC) to conduct the annual Emergency Plan review, and undertake the electronic update of this plan for change of duties and out-of-town agencies, names, telephone numbers, etc.
- b) Maintain competency through training, as required, to be able to appropriately handle emergency situations. Maintain competency to be able to act for the CEMC at the Emergency Operations Centre (EOC) until the CEMC arrives.
- c) Have and maintain an up-to-date inventory of supplies and equipment required for the EOC with one copy in the EOC, and ensure the supplies and equipment are always in the EOC. Ensure the same for the secondary EOC, as applicable.
- d) Maintain, for voluntary completion, resident emergency information forms, and supply them to those who wish to use them. Keep on file all completed forms for use during emergency circumstances only, such as evacuations. Issue regular reminders to residents to complete and/or update such forms.

Regular Responsibilities – Emergency Situations

The Administrative Head shall always undertake the actions listed below.

- a) Serve as advisor to the Head of Council on administrative matters and provide for the safety of municipal records.
- b) Ensure that all members of the ECG have been called out.
- c) Carry out any necessary administration in connection with the emergency.
- d) Conduct “business cycles” in the EOC (see also duties of the ECG).
- e) Conduct the duties of the CEMC until he or she arrives.
- f) Maintain an individual log of all action taken.

As-Required Responsibilities – Emergency Situations

The responsibilities of the Administrative Head may vary depending on the type and magnitude of the event. On an as needed basis, the Administrative Head shall undertake the tasks set out below.

- a) Where appointed as such, act as the Public Information Officer and arrange for the establishment of a public information service to provide specific information to people who may be affected by the emergency.
- b) Maintain liaison with all agency resources and community resources, as required.
- c) Arrange for welfare centers in the municipality to provide immediate welfare services until social service agencies arrive.
- d) Arrange for the assistance from community resources and agency resources to assist the Ministry of Children, Community and Social Services in carrying out the welfare function.
- e) Notify the City Manager in Thunder Bay of an impending evacuation or of actual evacuation orders as soon as possible if residents will be evacuated to Thunder Bay.
- f) Apply for any Disaster Recovery Assistance funding which may be available from other orders of government following the termination of a declared emergency.

4. Fire Chief

Regular Responsibilities – Between Emergencies

The Fire Chief shall always undertake the tasks listed below.

- a) Participate as a member of the Emergency Management Program Committee (EMPC) to conduct the annual Emergency Plan review.
- b) Maintain competency through training, as required, to be able to appropriately handle emergency situations.
- c) Keep current on hazard identifications in the community.

Regular Responsibilities – Emergency Situations

The Fire Chief shall always undertake the tasks listed below.

- a) When required, activate the Neebing Emergency Service Call-Out System.
- b) Keep the ECG updated on the emergency situation;
- c) Maintain an individual log of all actions taken.

As-Required Responsibilities – Emergency Situations

The responsibilities of the Fire Chief may vary depending on the type and magnitude of the event. On an as needed basis, the Fire Chief shall undertake the tasks set out below.

- a) If warranted, requisition the EMO command post vehicle from Thunder Bay Fire Rescue.
- b) Set up an on-site command post, either in existing facilities or in the EMO command post vehicle, if it has been requisitioned from Thunder Bay Fire Rescue, or through another appropriate vehicle owned/operated by Neebing Emergency Services.
- c) Conduct firefighting operations.
- d) Direct and/or assist in rescue operations.
- e) Activate the Fire Mutual Aid System, if required.
- f) Appoint an on-site Emergency Services Coordinator.
- g) In the event of a dangerous goods spill:
- h) Ensure the Ministry of the Environment and CANUTEC are contacted for any assistance required;
- i) Make available the applicable portion(s) of the book entitled “2020 Emergency Response Guidebook” to the ECG; and
- j) Where a private carrier is involved, liaise with the carrier to engage its own plan for such an event.
- k) Should a CBRN (chemical, biological, radiological or nuclear) or HUSAR (heavy urban search and rescue) team ever be required, initiate the request.

5. CEMC

Regular Responsibilities – Between Emergencies

The CEMC shall always undertake the tasks set out below.

- a) Participate as a member of the Emergency Management Program Committee (EMPC) to conduct the annual Emergency Plan review, and coordinate (or assist with) the electronic update of this plan for change of duties and out-of-town agencies, names, telephone numbers, etc.
- b) Maintain competency through training, as required, to be able to appropriately handle emergency situations.
- c) Keep current on hazard identifications in the community.
- d) Monitor the requirements of the Municipality’s Emergency Management Program and facilitate compliance with legislative requirements.
- e) Coordinate or assist with an emergency exercise in the municipality each year.

Regular Responsibilities – Emergency Situations

The CEMC shall always undertake the tasks set out below.

- a) Advise the OFMEM of any declared “Emergency” via fax to the PEOC as soon as possible, and liaise with Emergency Management Ontario during the emergency.
- b) Contact the Lakehead Amateur Radio Club and/or the Amateur Radio Emergency Service and arrange for the Club to either be on standby or to have members attend and assist in communication functions if communications may be a problem.
- c) Act as a resource person for equipment, advisors, volunteer, provincial and federal agencies.
- d) Act as advisor to the Mayor.
- e) Notify the PEOC via fax at the termination of a declared emergency.
- f) Conduct a debriefing session, following the termination of the emergency, with all members of the ECG and other persons as directed by the ECG.
- g) Keep an individual log of all actions taken.

6. Working Roads Foreman

Regular Responsibilities – Between Emergencies

The Working Roads Foreman shall always undertake the tasks set out below.

Maintain competency through training, as required, to be able to appropriately handle emergency situations.

- a) Keep current on hazard identifications in the community.
- b) Maintain supplies of hazard/emergency-related assets (i.e., warning signs, traffic barriers, etc.) for ready use in the event required.

Regular Responsibilities – Emergency Circumstances

The Working Roads Foreman shall always undertake the tasks set out below.

- a) Activate the department's emergency alert system.
- b) Provide assistance in cleanup operations and repair damages where there is a municipal responsibility.
- c) Provide flashers and barricades.
- d) Act as liaison with local and provincial utilities.
- e) maintain an individual log of all action taken.

As-Required Responsibilities – Emergency Circumstances

The responsibilities of the Working Roads Foreman may vary depending on the type and magnitude of the event. On an as needed basis, the Working Roads Foreman shall undertake the tasks set out below.

- a) Provide municipal equipment and personnel as necessary.
- b) Arrange on a local basis for the procurement (rental) of special equipment e.g., heavy-duty cranes, pumps, etc.
- c) Liaise with MTO Officials and obtain necessary resources from them when warranted.
- d) Arrange for disconnection of utilities which represent a hazard and keep a list of local suppliers and location of equipment in the event of an emergency.
- e) Advise the ECG when sustained damage to structures exceed safe limits.
- f) Provide assistance in search and rescue of trapped and injured people.
- g) Restore, and obtain assistance in restoring, essential services.

7. OPP Detachment Commander

Regular Duties – Emergency Situations

The OPP Detachment Commander shall undertake the tasks set out below.

- a) Activate the department's emergency alert system.
- b) Call out the ECG
- c) Keep the ECG apprised of the emergency situation.
- d) Maintain an individual log of all actions taken.

As-Required Responsibilities – Emergency Situations

The responsibilities of the OPP Commander may vary depending on the type and magnitude of the event. On an as needed basis, the OPP Commander shall undertake the tasks set out below.

- a) If appropriate, appoint an on-site Police Coordinator.
- b) Seal off the emergency area in the event such action is necessary.
- c) Control traffic to facilitate the movement of emergency and evacuation vehicles.
- d) Conduct the evacuation of buildings and areas authorized by the Head of Council.
- e) Provide security and prevent looting in emergency or evacuation areas and reception centers.
- f) Arrange for additional police assistance, if required.
- g) Advise the Coroner in the event of fatalities and perform whatever additional responsibilities maybe necessary under the Coroners Act, R.S.O. 1990, c. C.37, as amended, and other statutes.

8. Superior North EMS Chief

Regular Duties – Emergency Circumstances

The Superior North EMS Chief shall always undertake the tasks set out below.

- a) Activate the department's emergency alert system and emergency plan.
- b) Maintain an individual log of all actions taken.

As-Required Responsibilities – Emergency Situations

The responsibilities of the Superior North EMS Chief may vary depending on the type and magnitude of the event. On an as needed basis, the Superior North EMS Chief shall undertake the tasks set out below.

- a) Follow the provisions of the Tiered Service Agreement, where applicable.
- b) Assume responsibility for triage and evacuation of casualties from the emergency site.
- c) Assume responsibility for additional resources of ambulances, personnel and communications equipment via Central Ambulance Communications Centre in Thunder Bay, using ambulance radio frequencies OR by calling 911 for ambulance dispatch.
- d) Provide and co-ordinate all transport requirements for the movement of casualties.
- e) Keep the Medical Officer of Health informed at regular intervals of all ambulance service activities and also the ECG, if the Medical Officer of Health is not in the EOC.
- f) Where required, appoint a representative to participate with the ECG.

9. Thunder Bay District Social Services Administration Board (TBDSSAB) Representative

Regular Responsibilities – Emergency Circumstances

The Representative of TBDSSAB shall always undertake the tasks set out below.

- a) Activate the Board's emergency alert system.
- b) Assist community resource personnel, in the provision of social and community services.
- c) Maintain an individual log of all actions taken.

As-Required Responsibilities – Emergency Circumstances

The responsibilities of the TBDSSAB Representative may vary depending on the type and magnitude of the event. On an as needed basis, the TBDSSAB Representative shall undertake the tasks set out below.

- a) According to the nature of the emergency, ensure the survival and well-being of people during and following an emergency by coordinating with the community resource personnel and recognized and approved volunteer groups, for:
 - b) Emergency clothing to provide adequate protection from the elements;
 - c) Emergency lodging to provide adequate temporary accommodation for the homeless;
 - d) Emergency feeding to sustain those without food or adequate food preparation facilities; and
 - e) Individual and family services to assist and counsel individuals and families in need and to provide special care to unattached children and dependent adults.

- f) Assist community resource personnel in the registration and inquiry services to reunite families and to collect information and answer queries concerning the safety and whereabouts of missing persons.

10. Thunder Bay District Health Unit Medical Officer of Health

Regular Responsibilities – Emergency Circumstances

The Medical Officer of Health shall always undertake the tasks set out below.

- a) Activate the Health Unit's emergency alert systems.
- b) Provide and disseminate public information on any health hazards.
- c) Coordinate all community health and medical services that may be required and liaise with other essential services.
- d) Provide advice on public health matters to the EOC.
- e) Maintain an individual log of all actions taken.

As-Required Responsibilities – Emergency Circumstances

The responsibilities of the Medical Officer of Health may vary depending on the type and magnitude of the event. On an as needed basis, the Medical Officer of Health shall undertake the tasks set out below.

- a) Provide for mass immunization, if required.
- b) Oversee water quality and arrange for an alternate supply of potable water, if required.
- c) Provide advice to the Mayor on the evacuation of buildings and area for health reasons.
- d) Notify other agencies and senior levels of government about health-related matters.
- e) Arrange for counselling for victims, families of the deceased, and emergency responders for Critical Incident Stress.

Note: When the emergency circumstances are solely focused on a health issue, such as in the case of a pandemic, the Medical Officer of Health's role would increase significantly, and the other roles in the EOC would diminish to an extent.

11. Ministry of Natural Resources and Forestry District Manager

Regular Responsibilities – Emergency Circumstances

The MNRF District Manager shall always undertake the tasks set out below.

- a) Issue the preliminary alert to municipal officials in a forest fire, flood or drought situation.
- b) Maintain an individual log of all actions taken

As-Required Responsibilities – Emergency Circumstances

The responsibilities of the MNRF District Manager may vary depending on the type and magnitude of the event. On an as needed basis, the MNRF District Manager shall undertake the tasks set out below.

- a) Provide for forest fire fighting or flood control as per MNRF policy.
- b) Recommend evacuation, if warranted.
- c) Determine the safe evacuation routes in conjunction with municipal officials and the OPP.
- d) On completion of the fire or flood emergency, authorize the return of the residents if they have been ordered evacuated.

12. Lakehead Region Conservation Authority General Manager

The General Manager, Lakehead Region Conservation Authority (LRCA), in the event of a flood situation, shall always undertake the tasks set out below.

- a) Activate the LRCA's Flood Warning Plan.
- b) Issue a preliminary Flood Advisory in a potential flood situation to municipal officials and to the media.

- c) Issue a Flood Warning in a flood situation to municipal officials and to the media.
- d) Advise municipal officials when alerted of a dam or bridge breach or a potential failure.
- e) Provide technical flood data.
- f) In the event of the declaration of a local emergency and after depletion of municipal resources, and at the request of the Mayor, recommend to the MNRF that a Provincial Flood Emergency be declared.
- g) Cancel flood Advisory/Warning as the situation warrants.
- h) Maintain an individual log of all actions taken.

13. Salvation Army Representative

The Salvation Army Representative shall always undertake the tasks set out below.

- a) Notify its Community Relations and Development Director and activate its emergency alert system.
- b) Operate in co-operation with the representatives of TBDSSAB for provision of supplies such as bedding and/or clothing.
- c) Direct and co-ordinate the emergency feeding requirements for workers at the site and for victims located in reception centers.
- d) Provide and co-ordinate clergy assistance.
- e) Keep the ECG apprised of the emergency situation.
- f) Maintain an individual log of all actions taken.

14. Canadian Red Cross Society Representative

The Canadian Red Cross Society Representative shall always undertake the tasks set out below.

- a) Activate the Society's emergency alert system.
- b) Take the lead role with registration and inquiry at reception and evacuation centres.
- c) Operate an inquiry bureau.
- d) Support emergency or disaster operations.
- e) Assist St. John Ambulance at first aid posts established at reception centres, if required.
- f) Assist with other Social Services activities as requested.
- g) Maintain an individual log of all actions taken.

15. St. John Ambulance Representative

The St. John Ambulance Representative shall always undertake the tasks set out below.

- a) Activate the agency's emergency alert system.
- b) Provide first aid.
- c) Establish first aid posts as required and in all designated reception centres.
- d) Assist Superior North EMS or Central Ambulance Communication Centre by providing ambulance service as lead time and resources permit.
- e) Assist Red Cross and Social Service agencies in operating the reception centres.
- f) Maintain an individual log of all actions taken.

16. Public Information Officer

Regular Responsibilities – Emergency Circumstances

The Public Information Officer shall always undertake the tasks set out below.

- a) Arrange for the dissemination of special information (such as emergency responders to report to a location or go on standby for call-out as the case may be; citizens to refrain from using telephones so emergency communications will remain open; provide information on health hazards as prepared by the Medical Officer of Health, etc.).
- b) Schedule press conferences on a regular basis.
- c) Give timely and accurate information to 211.

- d) Gather information from emergency services and prepare releases for the approval of the Mayor prior to all press conferences.
- e) Maintain an individual log of all actions taken.

As-Required Responsibilities – Emergency Circumstances

- a) Arrange for media facilities and support near the EOC.
- b) Appoint a Citizen Inquiry Officer and telephone for a Citizen Inquiry Hot Line.

V. EVACUATION PROCEDURES

1. Neebing is large enough that it is unlikely that the entire Municipality would have to be evacuated. In the event that only a small portion of Neebing is ordered evacuated, reception centres in the safe areas of the Municipality, or in Thunder Bay, will be utilized.

Municipal reception centers within Neebing include the Municipal Office, Blake Hall and any of the Fire Halls, as required. Private reception centers may be arranged with businesses such as Mink Mountain, Eagle Ridge Trout Ponds, Rose Valley Lodge, etc. The Municipality will make such arrangements and, where possible, renew them annually. All information on current private reception centers will be placed in the EOC information file.

2. In an evacuation whereby the residents of the Municipality are required to leave Neebing, the reception municipalities are listed below. Their selection will be dictated by the nature of the emergency and the safety of the evacuation routes.
 - a) **PRIMARY:** THUNDER BAY (hotels/motels, friends/family)
 - b) **SECONDARY:** OLIVER-PAIPOONGE (if there is a problem evacuating to Thunder Bay or routes to Thunder Bay are not accessible – hotels/motels, friends/family possibly arena/curling club)
 - c) **SECOND ALTERNATE:** GRAND MARAIS, USA (if residents have to be evacuated south)
3. The evacuation routes are:
 - a) **Primary** – Highway 61, North to Thunder Bay (unless unsafe to travel and then route(s) would be decided upon by the EOC and broadcast by the electronic media and the Neebing Social Media Notification system and Text Alert system).
 - b) **Secondary** - Highways 593, 595, 597 and 608 west and north to Highway 588 and then north to Highway 17 and east to Thunder Bay.
 - c) **Second Alternate** – Highway 61 south to Grand Marais.
4. The Administrative Head or Public Information Officer, if designated by the Mayor, will use the Neebing Social Media Notification system and the Text Alert System to assist in alerting residents, explaining the mode of travel and evacuation route. Evacuees will be encouraged to stay with friends or family, wherever possible, rather than using reception centres. Environment Canada's Alert Weather Radio will also be utilized.

5. The Public Information Guide in this plan outlines the information that should be provided in the event of an evacuation. Samples can be modified to meet the current situation.
6. On evacuation orders by the Mayor, and provided it is safe to do so, any available Neebing Emergency Services volunteers and/or other volunteers, assisted by the OPP, will alert the residents by going door to door to ensure all citizens have been notified. Door to door procedures are as follows:
 - a) Volunteers will be equipped with identification badges, safety vests, chalk, and flagging tape and “we were here” cards.
 - b) Volunteers will be given any on-file resident emergency information forms for the evacuation area, and a list of residential and/or business addresses on the street(s) to be evacuated.
 - c) Volunteers will knock and/or use doorbell facilities (where available) at each address in the evacuation area to attempt to rouse residents/occupants of the household or business.
 - d) If a person responds, that person will be provided with the pertinent information relevant to the evacuation. That person will be advised to place a white sheet or towel in a visible outdoor location at the roadway entrance to their property in the event that transportation is required. That person will be advised that the door will be marked, using chalk, with a circle, to indicate that evacuation volunteers have successfully reached occupants.
 - e) If no person responds, the volunteer will try the door. If it is unlocked, the volunteer will open the door and call out to attempt to raise the attention of potential inhabitants. If a person responds, the procedure above is followed.
 - f) The volunteer will not enter the premises unless invited to do so by a resident or occupant.
 - g) If knocking, doorbell use and/or calling out does not bring a person to the door (or an invitation to enter), the volunteer will (a) leave a “we were here” card in a conspicuous place at the doorway entrance and will (b) mark the entrance door with an “x”, using chalk, to indicate that evacuation volunteers have attempted to reach occupants without success.
 - h) Processes in c) through g) above will continue for each address identified for the evacuation area.
7. The Mayor, time permitting, will give a brief interview to the media to verify for residents the authenticity of the evacuation order and to provide reassurance to residents.

VI. PUBLIC INFORMATION GUIDE

It is extremely important not to panic in emergency circumstances. Pre-planning and up-to-date information will help keep everyone calm during the situation. Through ongoing public education, all residents of Neebing will be given information on creating a 72-hour emergency kit and keeping required supplies in case of emergency. Each household is responsible for its own family safety plan. It is well known that not all residents will heed the advice, and that new residents may not have been made aware of the advice.

All households/businesses are encouraged to fill out a “resident emergency information form” (available from the municipal office) and keep it (a) on file with the Clerk and (b) updated as necessary. These forms are maintained on a confidential basis and are used in cases of emergency only.

BUILD YOUR 72 HOUR EMERGENCY KIT

Your emergency survival kit should have everything you and your family would need to be safe and take care of yourselves for at least three days immediately following an emergency.

The following list is broken down into the essentials, items you may need to meet your family’s unique needs, and items to have ready in case you have to leave your home.

Essentials

- Food (non-perishable and easy-to-prepare items, enough for 3 days) and a manual can opener
- Bottled water (4 litres per person for each day)
- Medication(s)
- Flashlight
- Radio (crank or battery-run)
- Extra batteries
- First-aid kit
- Candles and matches/lighter
- Hand sanitizer or moist towelettes
- Important papers (identification, contact lists, copies of prescriptions, etc.)
- Extra car keys and cash
- Whistle (to attract attention, if needed)
- Zip-lock bag (to keep things dry)
- Garbage bags

Special Considerations

- Items for babies and small children—diapers, formula, bottles, baby food, comfort items
- Prescription medication
- Medical supplies and equipment
- Pet food and supplies
- Any other items specific to your family’s needs

Extra Supplies for Evacuation

- Clothes, shoes
- Sleeping bags or blankets
- Personal items (soap, toothpaste, shampoo, comb, other toiletries)
- Playing cards, travel games, other activities for children

OTHER TIPS

- Pack the contents of your kit in an easy-to-carry bag(s) or a case on wheels.
- Store your kit in a place that is easy to reach, and ensure that everyone in your family knows where it is.
- Your kit does not have to be built overnight. Spread your shopping over a few weeks. Purchase a few items every time you go to the store.
- Your water supply is meant to cover what you would drink as well as what you might need for food preparation, hygiene and dishwashing.
- Check and refresh your kit twice a year—when the clocks shift to/from daylight savings time is a good time. Check all expiry dates and replace food and water with a fresh supply. Check batteries and replace as needed.
- Keep your cell phone or mobile device fully charged.

EMERGENCY SITUATIONS

A. EVACUATION

If an evacuation is anticipated, the public will be warned by the OPP.

On becoming aware of an evacuation warning, residents are requested to turn on, as available, radios, televisions, computers, or other telecommunication facilities to local stations, or the Neebing Social Media Notification System and/or Text Alert system, for announcements and/or instructions.

When evacuation becomes necessary and is ordered:

The Municipality is not equipped to transport residents who do not have their own transportation. Neighbours will be encouraged to assist neighbours in that regard.

If residents are physically unable to leave their property or do not have transportation, they are requested to phone the broadcasted numbers (or 211) and/or contact the broadcasted agencies via email or social media. It will be recommended that they place a large white cloth (such as a bedsheet or towel) into the door of their residence, facing the street or road. Where the door cannot be seen from the road, the cloth should be affixed to a fencepost, tree, rock or other feature that is visible from the road. While it may not be possible for agencies to undertake door-to-door checks, if it is possible, having the white cloth readily visible provides a clear sign to responders and neighbours that persons within the dwelling need assistance.

The Municipality will attempt to arrange transportation for those that cannot transport themselves through volunteers and service agencies.

Residents who have their own transportation are asked to follow specific instructions and adhere to the designated evacuation routes. If instructions have not as yet been provided, they should monitor telecommunications devices and the Neebing Social Media Notification System and/or Text Alert system for further information.

Residents relying on public reception centres for accommodation are reminded that pets are not permitted in either of these facilities. Personal home emergency plans should make arrangements for alternate accommodations and/or pet care.

The following actions are recommended in case of an evacuation:

1. Secure the home;
2. Carry identification (driver's licence, birth certificate, medical alert, etc.);
3. Carry sufficient money to meet contingencies;
4. Take 1 blanket or sleeping bag per person;
5. Take 1 air mattress per person, if available;
6. Take appropriate clothing for the season, and carry one change of clothes;
7. Take outerwear: a raincoat, windbreaker or parka, depending on the season;
8. Take enough ready-to-eat food to last at least 12 hours;
9. Take a thermos bottle of hot beverage;
10. Take a flashlight with spare batteries;
11. Take any prescription drugs as required (carry the prescription itself, if possible);
12. Take soap, a small towel, and any personal basic toiletries or hygiene articles;
13. Take Kleenex or toilet paper; and
14. Take a pass-time activity, such as a book, magazine, game, etc.

Adults with small children should include items of special needs as required, such as:

1. Infant formula in thermos bottle;
2. Disposable diapers; and
3. Toys.

Persons with pets or livestock should:

1. Where the pets or livestock will remain in place, put out sufficient food and water for 72 hours if possible;
2. Where the family's personal emergency plan provides for transport of animals to shelters or other care givers, follow that plan, provided it does not cause conflict with instructions from the EOC; and
3. Follow instructions provided from the EOC in terms of notifying appropriate agencies when pets or livestock are left in place, so that they can be accommodated when it is safe to do so.

Evacuation Notes:

All evacuees with private vehicular transportation are asked to check on neighbours who do not have transportation, and to include them in the private vehicle if at all possible. If there is room in a vehicle, watch for residences where occupants have placed white cloths at the street or on the front door indicating that transportation assistance is required.

Residents will be asked to register at Registration Centres in the reception community, so that inquiries by relatives and friends can be answered as quickly as possible.

An Emergency Public Information Service will be established in the reception community.

B. DANGEROUS GASES**If an Emergency related to dangerous gas is called:**

1. Go inside.
2. Tightly close all doors, windows and exterior openings.
3. Turn off forced air heating or ventilation systems.
4. Turn on radio, television, computers, and/or other telecommunication devices, including monitoring the Neebing Social Media Notification System, as available, for instructions.
5. Stay in upper portion of building. If necessary, seal yourself in one room and seal all windows and doors with wet cloths.

6. Do not go into the basement.
7. Move quickly, but do not run if moving through gas.
8. Soak cloth in water and breathe through it, if breathing becomes difficult.
9. Evacuation areas will be determined by wind direction.
10. Each household is responsible for its own evacuation plan.

If you are in your car:

1. Close all windows.
2. Shut off ventilation.
3. Continue driving away from the area and do not drive through the gas cloud. This may cause the car engine to stall, creating significant danger.

If you are walking:

1. Go to nearest building or car and follow the above instructions.
2. If in open area and in the path of the cloud, move quickly to high ground at right angles to the wind direction.

C. TORNADO

Weather Watches and Warnings

Environment Canada issues weather watches and warnings when anticipated weather poses a threat to public safety. This information is relayed to the public by radio, television and Environment Canada's website and other information. Public Safety Canada will also have relevant information.

A severe weather **watch** is issued up to six hours in advance to alert the general public that, for a specified portion of Ontario, there is a high potential for dangerous thunderstorm weather, which may be accompanied by a tornado.

A severe weather **warning** is issued as closely as possible in advance to alert the public that severe thunderstorms or tornadoes are imminent in the warning area -- i.e., a severe thunderstorm is in progress or expected to occur within two hours.

In accordance with Ontario law, Neebing will post Environment Canada's public weather alerts relating to significant weather events on the Neebing website and Social Media Notification System.

Tornado Safety Hints

A personal tornado awareness program should include:

1. being aware of the weather, knowing the radio, social media or television stations which broadcast up-to-the-minute weather information
2. knowing the name by which Environment Canada refers to your forecast region when they issue weather watches and warnings
3. reviewing personal household emergency plans of action

When a Tornado Threatens:

1. Stay away from your windows, doors and outside walls. Protect your head.
2. For maximum safety, go down to the basement or seek shelter under a stairway or sturdy table, or in a closet. Prop a table or large piece of furniture against a wall to form a triangular form of "tunnel" within which to lie down.
3. Try to reach the centre of the house or the side away from the storm.

4. Avoid buildings with large areas of unsupported roof, including arenas, barns or supermarkets.
5. If caught in such a building, seek out the lowest floor, an inside hallway or small interior windowless room, or get under something sturdy. Prop a table or large piece of furniture against a wall to form a triangular form of “tunnel” within which to lie down.
6. If caught in the open, try to determine the tornado's direction of travel and move at right angles to it. If you cannot avoid the storm, find a ditch, ravine or other depression and lie flat. Do not remain in your car. Many people have been killed trying to ride out a tornado in their cars.
7. If no shelter can be found, hang on to the base of a small tree or shrub.
8. Remember that damaged and weakened structures, fallen debris, downed hydro wires, and gas leaks are potential dangers after a storm has passed.

D. WILDFIRES

While forest fires can be dangerous to people and property, being prepared in advance and knowing what actions to take can better protect you.

The best way to protect yourself and your family in case of a wildfire is to follow these steps:

1. Stay informed: Monitor weather, listen to local authorities and prepare to evacuate.
2. Monitor local radio stations for up-to-date information on the fire and possible road closures.
3. Be prepared to evacuate at any time. If told to evacuate, do so.
4. Keep your vehicle fueled. Park your car, positioned forward out of the driveway. Keep car windows closed and have your 72 Hour Emergency Kit in your car should you need to evacuate.
5. If you are on a farm/ranch, leaving livestock unsheltered is preferable, or if time and personal safety permits, evacuation from the danger zone should be considered.
6. Move all combustibles away from the house, including firewood and lawn furniture. Move any propane barbeques into the open, away from structures.
7. Close all doors, garage doors and windows. If weather seal or doors have gaps, seal with duct tape.
8. Hook up your garden hose should the fire department need to use it.
9. If you do not evacuate, close all windows and doors in the house to reduce smoke and debris entering your home.

Prepare Now

Take the following steps so you and your family are prepared in the event of a forest fire:

1. Review and discuss the safety tips with your entire household to make sure everyone understands what to do in a forest/wildland fire.
2. Clearly mark all driveway entrances and display your address so that fire vehicles can easily find your home.
3. Practice evacuating your home. Teach all household members the technique of “stop, drop and roll” in case clothes catch on fire.
4. Install smoke detectors and sprinklers on every floor and by all sleeping areas.
5. Plan several escape routes away from your home by car and by foot.
6. Create a safety zone around your home. Modify or eliminate brush, trees and other vegetation that could spread fire.

SCHEDULE B

2022



Emergency Management Program

PROGRAM ELEMENTS AND UPDATING REQUIREMENTS

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General

It is important that everyone, from school age children to seniors, and governments, businesses and organizations, understand that emergency preparedness is something in which we all play a very important role.

Disasters may take many forms including floods, winter storms, summer heat waves, chemical spills, fires, health emergencies, earthquakes, etc. When disaster strikes, the best protection is knowing what to do.

HOPING FOR THE BEST IS NOT A PLAN!

Neebing has an Emergency Response Plan (the Plan) as required by law in Ontario, pursuant to the Emergency Management and Civil Protection Act (R.S.O. 1990, c. E.9).

The Neebing Emergency Management Program is the counterpart to the Plan, as it sets out how the Plan is updated, implemented and utilized.

Community education and outreach are important elements of the Program. In our rural community, neighbours helping neighbours is a key element which will be relied upon if disaster should strike. For that reason, public education is key.

Foreword

Emergencies are defined as situations, or the threat of impending situations, abnormally affecting the health, safety, welfare or property of the community, which by their nature or magnitude require a controlled and coordinated response by all agencies. These are distinct from routine operations carried out by municipal agencies, e.g. fire, police, or roads department, etc.

The *Emergency Management and Civil Protection Act* is the authority for the by-law approving the Neebing Emergency Management Program. The Program prescribes procedures for, and the manner in which, municipal employees and other persons will implement the requirements of the legislation, relating to training, reviews, exercises and public education.

The Act states *“Heads of Council 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/she considers necessary and are not contrary to the law to implement the emergency plan of the municipality and to protect the property and health, safety and welfare of the inhabitants of the emergency area.”* Accordingly, it is clear that the principal function of the Emergency Control Group (ECG), if assembled, is to assist the Head of Council in making and placing in effect any decisions and orders that are made to control and mitigate the effects of an emergency. All members of Council, ECG, and members of responding agencies should read the Plan, know where his or her copy is kept and be familiar with their duties in the event of an emergency.

In addition to the main Emergency Response Plan, each responding department/agency will also have its own emergency plan or standard operating procedures, call-out and resource list.

Emergency Management Program Committee

The Emergency Management Program Committee (EMPC) annually reviews and approves the content of the Neebing Emergency Response Plan and the Neebing Emergency Management Program making recommendations for updates or amendments to Council for approval.

The EMPC is appointed by Council and is comprised of the Mayor, Administrative Head, the Fire Chief, and the Community Emergency Management Co-Ordinator (CEMC) and Alternate CEMCs, if any.

Neebing Emergency Management Program

The Neebing Emergency Management Program includes the following elements:

- a) The Neebing Emergency Response Plan approved by By-law 2021-033;
- b) Training programs and exercises municipal officials involved with emergency response, with respect to the provisions of necessary services and procedures to be followed;
- c) Public education on the risks to public safety with an emphasis on emergency preparedness;
- d) The completion of a Hazardous Identification Risk Assessment (HIRA) and an annual HIRA review (undertaken within and as part of the Plan);
- e) Completion of a Critical Infrastructure Listing (CIL), noting key infrastructure required to maintain a continuity of operations within the municipality, and an annual review of this list (undertaken within and as part of the Plan);
- f) The establishment of an Emergency Operations Center (EOC), to be used by the in an emergency;
- g) The designation of an Emergency Information Officer who shall act as the primary media and public contact for the municipality in an emergency; and
- h) An annual review, maintenance and enhancement of the Neebing Emergency Management Program and updating of all resource and contact listings.

PROGRAM ELEMENT ONE: KEEPING THE PLAN CURRENT

AIM: To ensure the Neebing Emergency Response Plan always contains current and up-to-date information and is therefore ready to be implemented at a moment's notice.

RESPONSIBILITY: The Administrative Head

The Administrative Head for Neebing is the keeper of the electronic copy of the Neebing Emergency Response Plan (the Plan).

The Plan is comprised of a public portion (approved by By-law) and a confidential portion (which includes contact information and other personal information about identifiable individuals which must remain confidential under the Municipal Freedom of Information and Protection of Privacy Act.)

The Administrative Head is responsible for updating the electronic version of both the public and confidential portions of the Plan, as information is received that triggers an amendment. All updates shall be electronically transmitted to the Amethyst Sector Field Officer of the Office of the Fire Marshal and Emergency Management.

Updates in this regard will not be distributed to all of the plan holders unless the information is critical. Where the Administrative Head believes that the information is critical, he or she shall call a meeting of the EMPC for the purposes of determining whether an immediate formal amendment to the Plan is required. If so, a report will be prepared for Council, recommending the amendment.

RESPONSIBILITY: The Emergency Management Program Committee

The Emergency Management Program Committee (EMPC) is composed of the Mayor, the Administrative Head, the Fire Chief, and the Community Emergency Management Co-ordinator ("CEMC") and any alternate CEMCs. The EMPC is responsible for undertaking a formal annual review of the Neebing Emergency Response Plan, followed by a report to Council on any updates or improvements that the plan requires.

The EMPC will meet in June, annually, for the Plan's initial review. Research, if required, into updates will be conducted in July and August. A report to Council to recommend amendments, or to advise that no amendments are required, will be presented in August or September, annually. During years in which municipal elections occur, the amendments will need to await the outcome of the election, and will be presented in November or December.

RESPONSIBILITY: Council

Council will formally review the Plan on an annual basis, considering the recommendations of the EMPC. Council will also undertake reviews and amendments periodically, if critical amendments are required.

PROGRAM ELEMENT TWO: KEEPING THE PEOPLE CURRENT

AIM: To ensure that the Neebing personnel required to implement the Neebing Emergency Response Plan are appropriately trained and remain current in terms of their roles and obligations.

REQUIREMENT: Personnel Appointments

Neebing shall appoint one CEMC, as required by law. The appointed CEMC shall be a resident of the municipality. Neebing shall also appoint at least one alternate CEMC. This person should be, but may not necessarily be, a resident of the municipality. The CEMC (and any alternate CEMCs) must be members of Council or staff of the municipality.

The Emergency Control Group (ECG) is comprised of the Mayor (alternate: Deputy Mayor), the Administrative Head (alternate: Deputy Administrative Head), the Fire Chief (alternate: Deputy Fire Chief), the CEMC (alternate: Alternate CEMC); and the Working Roads Foreman (alternate: senior member of the Roads Crew)

REQUIREMENT: Personnel Training

CEMC

All newly appointed CEMCs are required to undertake 5 mandatory training courses within one year of appointment. Training in this regard is offered through the Office of the Fire Marshal and Emergency Management. There is a training portal to which all CEMCs and Alternate CEMCs will have access. The Program will involve completion of all mandatory courses by the CEMC and all appointed alternate CEMCs.

While there is no further requirement for training, the CEMC and alternate CEMCs will be personally responsible to remain competent in the legislation, regulations, requirements and the Neebing Emergency Response Plan and the Neebing Emergency Management Program.

EMERGENCY CONTROL GROUP

All members of the Emergency Control Group (ECG) are required to undertake sufficient annual training so as to be fluent in the Program. Annual, in-house training will occur with this group, reviewing the following:

- a) Knowledge of the components of the program, including the HIRA and Critical Infrastructure List;
- b) Knowledge of the Plan, including their individual roles and responsibilities;
- c) Knowledge of the procedure used to activate and operate under the Plan;
- d) Knowledge of the notification procedures to notify members of the Control Group when the Plan is activated; and
- e) Knowledge of the location, communications infrastructure and technology in the EOC.

REQUIREMENT: Emergency Simulation Exercise

To test the Neebing Emergency Response Plan, an annual table-top exercise must be undertaken. It will be attended by all of the ECG and/or all appointed alternates. Where a member of the ECG cannot attend, his or her alternate must attend in his or her stead. Whenever a person is unable to attend, every effort will be made to ensure his or her attendance the following year. An after-exercise report on the simulated emergency will be prepared by the CEMC and submitted to the Emergency Management Program Committee (EMPC) for use in its annual review/update of the Neebing Emergency Response Plan.

Not all elements of the Plan will be tested annually, however, the emergency situation utilized for the exercise should encompass several elements of the Plan, and all elements of the Plan should be tested through this type of exercise every three years.

This exercise is not counted as part of the mandatory training required for the members of the ECG. The purpose of the exercise is to test the elements of the Plan and make any recommendations for improvements noted during the exercise.

RESPONSIBILITY: The CEMC

The CEMC is responsible for making sure that all relevant personnel have both mandatory and additional training in their roles and responsibilities in the event of an emergency.

PROGRAM ELEMENT THREE: KEEPING THE COMMUNITY CURRENT

AIM: To ensure that Neebing residents have all of the information they need to when an emergency is declared and to facilitate emergency preparedness for all community residents.

RESPONSIBILITY: The CEMC

The CEMC is responsible to see that Neebing's obligations for public education are met.

COMPONENT: Electronic Information Available

Neebing's website shall contain a page dedicated to community emergency planning, to be a resource to the community at all times.

Neebing's Facebook Notification System shall direct the community to the web page for emergency planning information.

COMPONENT: Media Instruction

At least six emergency preparedness articles shall be published annually in the monthly Neebing News publication. All newspaper articles shall be made available on the website as well. Articles may be removed and replaced as new articles are published

COMPONENT: Emergency Preparedness Week

The first week of May, annually, has been designated as 'Emergency Preparedness Week' by the Province. During this week, additional information, such as brochures, information pamphlets, checklists, evacuation planning worksheets, etc. shall be made available at the Municipal Office as take-aways for visitors.

Emergency Preparedness Week will be advertised at the Municipal Office and on the municipal web site as an awareness campaign.

COMPONENT: Community Events

Information relating to emergency preparedness shall be made available at every community event held in Neebing, organized through the Municipality. This includes seasonal celebrations (i.e. Easter Egg Hunt, Christmas Cookie Sale, Harvest Dinner, Canada Day celebrations, etc.) and other special events that may occur on a sporadic basis.