



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, December 15, 2020 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Agenda

1. **Call to Order**
2. **Roll Call**
3. **Review of Revisions or Deletions to Agenda**
4. **Approval of Agenda**

Draft Motion

Be it resolved that City Council approves the agenda as printed / amended.

5. **Disclosure of Pecuniary Interest and General Nature**
6. **Review and adoption of Council Minutes**

Draft Motion

Be it resolved that City Council approves the following minutes as printed:

- a) Regular meeting of Council – December 1, 2020;
- b) Special meeting of Council – December 8, 2020; and
- c) Special meeting of Council - December 9, 2020.

7. **Public Meetings pursuant to the Planning Act, Municipal Act and other Statutes**

None

8. **Question and Answer Period**

9. **Presentations / Delegations**

None

10. **Communications**

- a) Trevor Fleck – Director of Intergovernmental Policy and Program Delivery Branch – Ministry of Infrastructure

Re: Ontario Community Infrastructure Fund Formula-Based Component, 2020-12-01

Reference: Received for Information

- b) Meagan Elliott, Municipal Clerk – Town of Kirkland Lake

Re: Support Bill 226 – The Broadband is an Essential Service Act, 2020-12-03

Reference: Received for information

- c) Ryan Snyder, Chief Financial Officer - Cobalt Camp Refinery Limited

Re: Petition of Abandonment of Drainage Works – Nobes Municipal Drain

Reference: Referred to the Municipal Clerk and the Drainage Superintendent for a report to Council at the January 19, 2021 regular meeting

- d) Fred Eisenberger, Mayor – City of Hamilton

Re: Request for an Interim Cap on Gas Plant and Greenhouse Gas Pollution and the Development and Implementation of a Plan to Phase-Out Gas-Fired Electricity Generation, 2020-12-05

Reference: Received for Information

- e) Fred Eisenberger, Mayor – City of Hamilton

Re: Temporary Cap on Food Delivery Service Charges, 2020-12-05

Reference: Received for Information

- f) Barbara Knauth, Deputy Clerk Treasurer – Township of Matachewan

Re: Support – Bill 226 Broadband as an Essential Service Act, 2020-12-07

Reference: Received for Information

- g) Brian Dobbs, Chair, Board of the Haileybury Heritage Museum

Re: Support for Great Fire of 1922 Centennial Event scheduled on October 4, 2022, 2020-12-04

Reference: Referred to the Economic Development Officer

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. g) according to the Agenda references.

11. Committees of Council – Community and Regional

Draft Motion

Be it resolved that the following minutes be accepted for information:

- a) Minutes of the Bicycle Friendly Community Committee meetings held on January 13, 2020; April 20, 2020 and on September 21, 2020; and

- b) Minutes of the Splash Pad Committee meetings held on March 4, 2020; April 21, 2020; April 28, 2020; September 30, 2020, and November 18, 2020.

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Support - Township of Ewanturel, 2021 Rent Freeze

Draft Motion

Whereas the District of Timiskaming Social Services Administration Board (DTSSAB), in its Resolution No: 2020-67, dated October 21, 2020, approved maintaining the current 2020 rents for 2021 to comply with the Helping Tenants and Small Businesses Act, 2020; and

Whereas DTSSAB is concerned regarding the loss of revenue which will affect the 2021 levy to the 23 member municipalities of the DTSSAB; and

Whereas Council for the Township of Ewanturel adopted a resolution at their November 11, 2020 regular meeting, supporting DTSSAB's concerns and funding request to offset these revenue losses.

Now therefore be it resolved that the Corporation of the City of Temiskaming Shores hereby supports the concerns of the District of Timiskaming Social Services Board (DTSSAB) as to the loss of revenue resulting from the 2021 Rent Freeze under the Helping Tenants and Small Businesses Act, 2020, and its request to the Ministry of Municipal Affairs and Housing for funding to offset this revenue loss which will result in a higher levy in 2021 to the Municipalities in the District to Temiskaming; and

Further that this resolution be sent to the Association of Municipalities of Ontario; the Federation of Northern Ontario Municipalities; the Ontario Municipal Social Services Association; and John Vanthof, MPP for Timiskaming-Cochrane.

b) Support – Township of Howick - Lower Interest Rate regarding Tile Drain Loan

Draft Motion

Whereas Council for the Township of Howick adopted a resolution at their November 17, 2020 regular meeting to support for a lower interest rate for tile drain loans; and

Whereas installing tile drainage is a common land improvement practice among farmers in Ontario and the benefits of tile drainage for crop productivity, farm efficiency and even for reducing environmental impacts have been studied and are generally well known to farmers; and

Whereas the Tile Loan Program, authorized by the Tile Drainage Act, provides loans to agricultural property owners to help them finance these tile drainage projects; all tile loans have 10-year terms and repayments are made annually; and

Whereas the provincial government sets the program interest rate at a competitive level which was reduced from 8% to 6% in the fall of 2004 and the loan limit was also increased from \$20,000.00 to \$50,000.00 at the same time; and

Whereas interest rates have continued to decline over the years and the cost per acre for tile drainage has increased over the years.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the Township of Howick's request for the Ontario Ministry of Agriculture, Food and Rural Affairs to consider lowering the interest rate on Tile Drain Loans to 4% and increasing the yearly loan limit to \$100,000; and

Further that this resolution be forwarded to the Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs; John Vanthof, MPP for Timiskaming-Cochrane; the Association of Municipalities of Ontario; the Land Improvement Contractors of Ontario and the Drainage Superintendents of Ontario Association.

c) Support – Township of Essa - Bill 229 Protect, Support and Recover from COVID 19 Act, Schedule 6 – Conservation Authorities Act

Draft Motion

Whereas Council for the Township of Essa adopted a resolution at their November 18, 2020 regular meeting regarding Bill 229 and the impacts to Conservation Authorities, municipalities and citizens in Ontario should the Bill pass; and

Whereas the Province has introduced Bill 229, Protect, Support and Recover from COVID-19 Act - Schedule 6 - Conservation Authorities Act; and

Whereas the Legislation introduces a number of changes and new sections that could remove and/or significantly hinder the conservation authorities' role in regulating development, permit appeal process and engaging in review and appeal of planning applications; and

Whereas we rely on the watershed expertise provided by local conservation authorities to protect residents, property and local natural resources on a watershed basis by regulation development and engaging in reviews of applications submitted under the Planning Act; and

Whereas the changes allow the Minister to make decisions without conservation authority watershed data and expertise; and

Whereas the Legislation suggests that the Minister will have the ability to establish standards and requirements for non-mandatory programs which are negotiated between the conservation authorities and municipalities to meet local watershed needs; and

Whereas municipalities believe that the appointment of municipal representatives on Conservation Authority Boards should be a municipal decision, and the Chair and Vice Chair of the Conservation Authority Board should be duly elected; and

Whereas the changes to the 'Duty of Members' contradicts the fiduciary duty of a Conservation Authority Board member to represent the best interests of the conservation authority and its responsibility to the watershed; and

Whereas conservation authorities have already been working with the Province, development sector and municipalities to streamline and speed up permitting and planning approvals through Conservation Ontario's Client Service and Streamlining Initiative; and

Whereas changes to the legislation will create more red tape and costs for the conservation authorities, and their municipal partners, and potentially result in delays in the development approval process; and

Whereas municipalities value and rely on the natural habitats and water resources within our jurisdiction for the health and well-being of residents; municipalities value the conservation authorities' work to prevent and manage the impacts of flooding and other natural hazards; and municipalities value the conservation authority's work to ensure safe drinking water.

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby supports the Township of Essa's in their request:

- That the Province of Ontario repeal Schedule 6 of the Budget Measures Act (Bill 229);
- That the Province continue to work with conservation authorities to find workable solutions to reduce red tape and create conditions for growth;
- That the Province respect the current conservation authority and municipal relationships; and
- That the Province embrace their long-standing partnership with the conservation authorities and provide them with the tools and financial resources they need to effectively implement their watershed management role.

d) Support - Gravel Watch Ontario - Information regarding aggregate extraction, planning and rehabilitation

Draft Motion

Be it resolved that The Corporation of the City of Temiskaming Shores supports the position of Gravel Watch Ontario, requesting that the Government of Ontario consult municipalities and communities more broadly to develop and implement regulations which will evaluate and rationalize the supply and demand equation for stone, sand, and gravel; and

That regulations need to be applied consistently and clearly as the lack of clarity is currently costing municipalities and communities; and

That the commitment for the rehabilitation of dormant and abandoned pits to their best possible uses is made at the time of licensing; and

That that the Province needs to be more responsive and more responsible to residents, communities and the municipalities which represent them; and

Further that a copy of this resolution be forwarded to the Honourable John Yakabuski, Minister of Natural Resources & Forestry; the Federation of Northern Ontario Municipalities; the Association of Municipalities of Ontario; and John Vanthof, MPP for Timiskaming-Cochrane.

e) 2021 Municipal Operating Budget

Draft Motion

Whereas staff presented the 2021 Municipal Operating Budget to Council at a Special meeting on December 8, 2020.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby adopts, in principle, its 2021 Municipal Operating Budget estimates utilizing a 1.0% increase to the Municipal Tax Levy as follows:

Department	Net Budget Estimates
General Government	\$ 147,392
Policing	2,342,852
Health & Social Services	2,841,390
Fire & Emergency Management	498,971
Economic Development	260,046
Administration	2,353,038
Recreation	1,532,138
Property Maintenance	581,735
Public Works	3,735,885
Transit	188,920
Libraries	379,453
Capital Financing	915,830
OMPF	<u>(3,186,300)</u>
Net Municipal Operations	\$12,591,350

And further that Council adopts, in principle, the 2021 Environmental Operating Budget estimates utilizing a 1.0% increase as follows:

Environmental Services	Net Budget Estimates
Administration	\$932,625
Sewage Treatment & Collection	972,030
Water Treatment & Distribution	1,561,901
Capital Financing	<u>700,369</u>
Net Environmental Operations	\$4,166,925

f) 2021 Municipal Capital Budget*Draft Motion*

Whereas staff presented the 2021 Municipal Capital Budget to Council at a Special meeting on December 9, 2020.

Now therefore be it resolved that Council hereby adopts, in principle, the 2021 General Capital Budget estimates as follows:

Department	Budget Estimates
Corporate Services	\$ 115,000
Fire & Emergency Management	11,200
Public Works	7,104,000
Recreation Services	734,000
Property Maintenance	2,323,750
Fleet	1,724,500
Transit	<u>40,000</u>
General Capital Project Total	\$11,472,950

And further that Council hereby adopts, in principle, the 2021 Environmental Capital Budget estimates as follows:

Department	Budget Estimates
Environmental Projects	\$325,000

g) Approval of Attendance at various Conferences***Federation of Northern Ontario Municipalities****Draft Motion*

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Mayor Kidd, Councillor Hewitt, Councillor Laferriere, and Councillor McArthur** at the virtual Federation of Northern Ontario Municipalities (FONOM) Conference scheduled on May 8-11, 2021;

That Council acknowledges that Councillor Whalen will also be attending the FONOM Conference as President of the Federation of Northern Ontario Municipalities (FONOM); and

Further be it resolved that the expenses incurred in attending the said conference be covered in accordance to the Municipal Business Travel and Expense Policy.

Association of Municipalities of Ontario

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Councillor McArthur** at the annual Association of Municipalities of Ontario (AMO) virtual Conference scheduled for August 15-18, 2021;

That Council acknowledges that Councillor Whalen will also be attending the AMO Conference as President of the Federation of Northern Ontario Municipalities (FONOM); and

Further be it resolved that the expenses incurred in attending the said conference be covered in accordance to the Municipal Business Travel and Expense Policy.

h) Memo No. 032-2020-CS – CUPE Local 5014 Collective Agreement

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 032-2020-CS; and

That Council directs staff to prepare the necessary by-law to enter into a Collective Agreement between The Corporation of the City of Temiskaming Shores and the Canadian Union of Public Employees (CUPE) and its Local 5014 for the period covering January 1, 2021 until December 31, 2023 for consideration at the December 15, 2020 Regular Council meeting.

i) Memo No. 033-2020-CS – Community Committee Appointments Update

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 033-2020-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2019-018, as amended, to appoint community representatives to various Committees and Boards for the 2019-2022 Term of Council, for consideration at the December 15, 2020 Regular Council meeting.

j) Administrative Report No. CS-049-2020 – Zoning By-law Amendment

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-049-2020;

That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154 to permit to zone change from Community Facilities (CF) to High Density Residential Exception 19 (R4-19);

That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154 for consideration at the December 15, 2020 Regular Council Meeting.

k) Administrative Report No. CS-050-2020 – Former New Liskeard and Haileybury Library Buildings Request for Tender Results

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-050-2020;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Woodland Heritage Northeast Ltd. to authorize the Sale of Land being 50 Whitewood Avenue (PLAN M22NB PT LOT 29 TO 30 PCL 1487NND) in the amount of \$275,000, plus taxes (if applicable) with a closing date of March 1, 2021 for consideration at the December 15, 2020 Regular Council meeting; and

That Council delegates authority to the Municipal Clerk for the purposes of negotiation and decision making on the presentation of offers resulting from the real estate listing of the former Haileybury Library Branch building, located at 545 Lakeshore Road.

l) Administrative Report No. CS-051-2020 – Grant Municipal Drain Repair

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-051-2020; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the Grant

Municipal Drain in the amount of \$9,537.20, plus applicable taxes, for consideration at the December 15, 2020 Regular Council meeting.

m) Memo No. 017-2020-RS – Project Extension for Accessibility Upgrades at the Don Shepherdson Memorial Arena

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.017-2020-RS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2020-034 to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada for Accessibility Upgrades at the Don Shepherdson Memorial Arena – Project No. 1591799, for consideration at the December 15, 2020 Regular Council meeting.

n) Administrative Report No. RS-011-2020 – Greenhouse Gas Reduction Plan

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-011-2020;

That Council acknowledges receipt of the Greenhouse Gas Reduction Plan prepared by VIP Energy; and

That Council directs staff to investigate improvements to the Greenhouse Gas Reduction Plan through further consultation with community partners and the public.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2020-124 Being a by-law to amend Comprehensive Zoning By-law No. 2017-154 to rezone 333 Rorke Avenue from Community Facilities (CF) to High Density Residential Exception 19 (R4-

19) Zone to permit the conversion of the existing former Haileybury Public School into apartment dwellings

By-law No. 2020-125 Being a by-law to enter into a Collective Agreement between The Corporation of the City of Temiskaming Shores and the Canadian Union of Public Employees (CUPE) and its Local 5014

By-law No. 2020-126 Being a by-law to amend By-law No. 2019-018 (Committee Appointments)

By-law No. 2020-127 Being a by-law to authorize the sale of the former New Liskeard Branch Library (50 Whitewood Avenue) to Woodland Heritage Northeast Ltd.

By-law No. 2020-128 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the Grant Municipal Drain

By-law No. 2020-129 Being a by-law to amend By-law No. 2020-034 (Funding Agreement for Accessibility Upgrades at the Don Shepherdson Memorial Arena)

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2020-124;
By-law No. 2020-125;
By-law No. 2020-126;
By-law No. 2020-127;
By-law No. 2020-128; and
By-law No. 2020-129.

be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

17. Schedule of Council Meetings

a) Regular – Tuesday, January 5, 2021 at 6:00 p.m.

b) Regular – Tuesday, January 19, 2021 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Motion

Be it resolved that Council agrees to convene in Closed Session at _____ p.m. to discuss the following matters:

- a) Adoption of the December 1, 2020 – Closed Session Minutes
- b) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Management Discussions
- c) Under section 239 (2) (k) of the Municipal Act consideration will be given to a position, plan, procedure, criteria or instruction to be applied to negotiations regarding the New Liskeard Marina.

Draft Motion

Be it resolved that Council agrees to rise with report from Closed Session at _____ p.m.

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2020-130 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on December 15, 2020, and for its Special meeting held on December 8, 2020 and on December 9, 2020 be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2020-130 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Motion

Be it resolved that City Council adjourns at _____ p.m.

Mayor- Carman Kidd

Clerk - Logan Belanger



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, December 1, 2020 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Draft Minutes

1. Call to Order

The meeting was called to order by Mayor Kidd at 6:00 p.m.

2. Roll Call

Council: Mayor Carman Kidd; Councillors Jesse Foley, Patricia Hewitt, Doug Jelly, Jeff Laferriere, Mike McArthur and Danny Whalen

Present: Christopher Oslund, City Manager
Logan Belanger, Municipal Clerk
Kelly Conlin, Deputy Clerk
Shelly Zubych, Director of Corporate Services
Mathew Bahm, Director of Recreation
Steve Langford, Fire Chief
Brad Hearn, IT Administrator
Rebecca Hunt, Library CEO
Steve Burnett, Manager of Environmental Services
Mitch Lafreniere, Manager of Transportation Services

Regrets: N/A

Members of the Public Present: 4

3. Review of Revisions or Deletions to Agenda

None.

4. Approval of Agenda

Resolution No. 2020-545

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that City Council approves the agenda as printed.

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Foley declared a Conflict of Pecuniary Interest related to **Section 16 – Closed Session, Item b) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Collective Agreement Negotiations**, due to his father and sister both work for the City of Temiskaming Shores.

6. Review and adoption of Council Minutes

Resolution No. 2020-546

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that City Council approves the following minutes as printed:

a) Regular meeting of Council – November 17, 2020.

Carried

7. Public Meetings pursuant to the Planning Act, Municipal Act and other Statutes

a) Zoning By-law Amendment (ZBA-2020-03)

Applicant: Steve Ronald, Sharp Rock Developments

Land: 333 Rorke Avenue in Haileybury

Purpose: The purpose of the application is to amend the Zoning By-law to permit a site-specific amendment to rezone the property from Community Facilities (CF) to High Density Residential (R4) to permit the development of residential units in the former Haileybury Public School.

Mayor Kidd outlined that the purpose of this public meeting is for one (1) Zoning By-law amendment application. The Planning Act requires that a public meeting be held before Council decides whether to pass a by-law adopting a proposed amendment.

The public meeting serves two purposes: first, to present to Council and the public the details and background to the proposed amendment and second, to receive comments from the public and agencies before a decision is made by Council.

Mayor Kidd declared the meeting to be open and to be a public meeting pursuant to Section 34 of the Planning Act, and requested the Director of Corporate Services, Shelly Zubyck to outline the details of the application.

Mrs. Zubyck, utilizing PowerPoint, outlined the background, purpose, and planning analysis related to the zoning by-law amendment. Prior to the public meeting, no comments were received.

Notice of the public meeting was provided via the Community Bulletin in accordance with the statutory notice requirements of the Planning Act.

Mayor Kidd stated that if there are any members of the public wanting to speak to this issue to input their comments into the chat box. The Director of Corporate Services indicated no comments were received. Mr. Ronald provided an overview of the proposal for the conversion of the existing public school into apartment dwellings. The property may accommodate up to 50 residential units.

Mayor Kidd inquired if there were any comments from members of Council. Councillor Jelly thanked Mr. Ronald for selecting Temiskaming Shores for the development. Councillor Whalen thanked Mr. Ronald as well, and inquired if the intent of the open space on the property is to remain as open space, and recommended speaking with Public Works to ensure the infrastructure can support future residential development. Mayor Kidd extended best wishes to Mr. Ronald as the project proceeds.

Mayor Kidd declared that this public meeting is closed, and Council will give due consideration to the application.

8. Question and Answer Period

None.

9. Presentations / Delegations

- a) Brigid Wilkinson, Temiskaming Shores Public Library Board Chair

Re: Temiskaming Shores Public Library – Strategic Plan 2020-2025

Brigid Wilkinson, utilizing PowerPoint, outlined the Library's 2020-2025 Strategic Plan.

Planning began in 2019 with Library board members, the Library CEO and consultants from Ontario Library Services North. Due to the Library's recent transformation (i.e. new location, consolidated services and satellite services), a five-year cycle was selected. The Board updated the Library's mission statement to reflect the services offered in the Community, and to outline the role the Library plays on the social welfare, educational advancement and well-being of the community. Public Libraries are more than a collection of books, they are community hubs, providing access to internet and other technology, and to provide a safe space for all. The Vision statement also underwent review to better reflect the role of the Library in the community. Four priorities became the focus of the strategic plan, to maximize the use of the new space through programming and outreach, to reinvigorate interest in the library, and to educate the community on the resources available and the value added services of the library. This includes expanding usable public space, such as the computer terminals, programming room, study room and digital creator space. The partnership with Near North Mobile Media Lab, envisions expanding the reach of the current digital creators' space to include all generations. Post COVID-19, the community room can be booked and rented, adding a revenue source for the Library, while providing a safe, affordable, reliable and technologically supported space. Programing will also be enhanced, through community partnerships. Staff training will be prioritized to ensure staff are highly competent and engaged, and the library continues to work on closing the digital divide. Finance has been secured to fund internet costs, and grants will be sought to enhance computer terminals during the pandemic, and to support other projects. Programs to support literacy during COVID-19 continue, such as story walks and take-home letter kits. Lastly, promoting library services in the region will be a propriety, to increase networking and relationships with surrounding municipalities and with contracting municipalities.

Councillor McArthur supports the Library's approach for educating the public to ensure all the services are promoted.

Councillor Whalen believes that programming will be supported by the public, as the new building is a fully accessible.

Mayor Kidd thanked the Library Board and Staff for all their work and dedication to the new facility.

Resolution No. 2020-547

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores hereby acknowledges receipt of the Temiskaming Shores Public Library Board's Strategic Plan for the period covering 2020-2025.

Carried

10. Communications

- a) Matt Smith, Clerk/ Director of Community Services - Municipality of Meaford

Re: Bill 218, Supporting Ontario's Recovery and Municipal Elections Act, 2020-11-09

Reference: Received for Information

- b) Danny Whalen, President – Federation of Northern Ontario Municipalities (FONOM)

Re: FONOM to hold 2021 Annual Conference Virtually, 2020-11-17

Reference: Received for information

- c) Township of Larder Lake

Re: Support - MFOA - One-year extension of deadlines in O. Reg. 588/17, 2020-11-16

Reference: Received for Information

- d) Virginia Montminy, Clerk – Township of Ewanturel

Re: Support – 2021 Rent Freeze – Funding Request, 2020-11-16

Reference: Received for Information

Note: Councillor Jelly requested this item be returned for Council support.

- e) Carol Watson, Clerk – Township of Howick

Re: Support – Lower Interest Rate regarding Tile Drain Loans, 2020-11-19

Reference: Received for Information

Note: Councillor Jelly requested this item be returned for Council support.

- f) Lisa Lehr, Clerk – Township of Essa

Re: Support – Bill 229 Protect, Support and Recover from COVID 19 Act, Schedule 6 – Conservation Authorities Act, 2020-11-19

Reference: Received for Information

Note: Councillor Jelly and Councillor Hewitt requested this item be returned for Council support.

- g) Bryan Smith, President Gravel Watch Ontario

Re: Information regarding aggregate extraction, planning and rehabilitation, 2020-11-21

Reference: Received for Information

Note: Councillor Hewitt requested this item be returned for Council support.

Resolution No. 2020-548

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. g) according to the Agenda references.

Carried

11. Committees of Council – Community and Regional

Resolution No. 2020-549

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the following minutes be accepted for information:

- a) Minutes of the Age Friendly Community Committee meeting held on September 14, 2020; and
- b) Minutes of the Temiskaming Shores Public Library Board meeting held on October 21, 2020.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2020-550

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that the following minutes be accepted for information:

- a) Minutes of the Building Maintenance Committee meeting held on November 5, 2020;
- c) Minutes of the Protection to Persons and Property Committee meeting held on November 5, 2020;
- d) Minutes of the Public Works Committee meeting held on November 5, 2020; and
- e) Minutes of the Recreation Committee meeting held on November 9, 2020.

Carried

13. Reports by Members of Council

Councillor Jelly advised that the District of Timiskaming Social Services Administration Board (DTSSAB) is currently working on its 2021 budget, and is anticipated to be completed by the end of January 2021.

Councillor Jelly expressed condolences for the passing of Judge Doug Bernstein on Thursday, November 26, 2020. Judge Bernstein was a great mentor in the Timiskaming area, and was very well respected by the law society.

Councillor Laferriere recognized Sharen Reil as the new Business Improvement Area (BIA) coordinator, and will be supporting the Library services as well.

Councillor Laferriere updated that the 12 days of Christmas initiative has begun, and encourages everyone to shop and support local businesses.

Councillor McArthur inquired if Moonlight Madness continues to occur? Councillor Laferriere commented that the tree lighting occurred, as well as a window decorating contest for the down-town businesses; however, the late evening shopping event has not been coordinated this year.

Mayor Kidd thanked all the businesses in Haileybury for coordinating the Tree Lighting and Santa event. The Timiskaming Health Unit 2021 budget will be reviewed during their first meeting of January 2021.

14. Notice of Motions

None.

15. New Business

a) Approval to transfer surplus/deficit funds to/from Municipal Transit Reserve

Resolution No. 2020-551

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that The Corporation of the City of Temiskaming Shores hereby directs the Treasurer to transfer any surplus/deficit budget in 2020 for Transit to/from the Municipal Transit Reserve.

Carried

b) Approval to transfer surplus/deficit funds to/from Cemetery Reserve

Resolution No. 2020-552

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that The Corporation of the City of Temiskaming Shores hereby directs the Treasurer to transfer any surplus/deficit budget in 2020 for Cemetery to/from the Cemetery Reserve.

Carried

c) Approval to transfer current year surplus/deficit to/from Working Fund Reserve

Resolution No. 2020-553

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council for The Corporation of the City of Temiskaming Shores hereby agrees that any surplus or deficit from the 2020 Municipal Budget General Operations be transferred to or transferred from the Working Fund Reserve account.

Further be it resolved that Council for The Corporation of the City of Temiskaming Shores hereby agrees that any surplus or deficit from the 2020 Municipal Budget Environmental Operations be transferred to or transferred from the Environmental Water Working Fund Reserve and/or Environmental Sewer Working Fund Reserve account.

Carried

d) Approval to transfer Gain on Sale of Surplus Fleet Assets to Fleet Replacement Reserve

Resolution No. 2020-554

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that The Corporation of the City of Temiskaming Shores hereby directs the Treasurer to transfer any gain realized from the sale of surplus fleet assets in 2020 to the Fleet Replacement Reserve.

Carried

e) Approval to transfer Land Leases and Net Land Sales to Community Development Reserve or Economic Development Reserve

Resolution No. 2020-555

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that The Corporation of the City of Temiskaming Shores hereby directs the Treasurer to transfer any land leases and net proceeds derived from the sale of municipal land in general operations to the Community Development Reserve; and

Further that Council directs the Treasurer to transfer the net proceeds derived from the sale of industrial park land in economic development to the Economic Development Reserve.

Carried

f) Approval to transfer Net Fire Marque and Auto Extrication Revenues to the Fire Equipment Reserve

Resolution No. 2020-556

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that The Corporation of the City of Temiskaming Shores hereby directs the Treasurer to transfer the net proceeds derived from the Fire Marque agreement to the Fire Equipment Reserve; and

Further directs the Treasurer to transfer any funds derived Auto Extrication to the Fire Equipment Reserve.

Carried

g) Approval to transfer Library Contracted Services Surplus to Working Fund Reserve

Resolution No. 2020-557

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Whereas the contracted services with Northern College did not proceed as per the approved terms of By-law 2019-189 due to COVID-19; and

Whereas the College has returned the 2020 fee for service payment.

Now therefore be it resolved that The Corporation of the City of Temiskaming Shores hereby directs the Treasurer to transfer the surplus related to normal library operations to the Library Surplus exclusive of the refund from Northern College in the amount of \$17,049.08.

Carried

h) January to November 2020 Year-to-Date Capital Financial Report

Resolution No. 2020-558

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt the January to November 2020 Year-to-Date Capital Financial Report for information purposes.

Carried

i) Memo No. 021-2020-CS – Policing Contract Renewal (Deferred from the November 3, 2020 Regular Meeting of Council)

Resolution No. 2020-559

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2020-CS; and

That Council directs staff to prepare the necessary by-law to enter into a five-year agreement with the Ministry of Community Safety and Correctional Services for the provision of Police Services, for consideration at the December 1, 2020 Regular Council meeting.

Carried

j) Memo No. 026-2020-CS - Public Transit Infrastructure Fund

Resolution No. 2020-560

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 026-2020-CS; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario for funding under the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream, for consideration at the December 1, 2020 Regular Council meeting.

Carried

k) Memo No. 027-2020-CS - Appoint Wildlife Control Agent

Resolution No. 2020-561

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 027-2020-CS; and

That Council directs staff to prepare the necessary by-law to appoint Matt Howe, with Temiskaming Nuisance Wildlife Services as a Wildlife Control Agent for the

City of Temiskaming Shores, for consideration at the December 1, 2020 Regular Council meeting.

Carried

l) Memo No. 028-2020-CS - Annual Accessibility Status Report

Resolution No. 2020-562

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 028-2020-CS; and

That Council receives the Accessibility Status Report for 2019 - 2020, and directs staff to post on the City's website.

Carried

m) Memo No. 029-2020-CS - Bill 218, Supporting Ontario's Recovery and Municipal Elections Act, 2020 Summary

Resolution No. 2020-563

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 029-2020-CS for information purposes.

Carried

n) Memo No. 030-2020-CS – Appointment of Council Committees and Council Representatives to Boards and Committees

Resolution No. 2020-564

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 030-2020-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2019-001, for the appointment of Council Committees and Council representatives to boards and committees, for consideration at the December 1, 2020 Regular Council meeting.

Carried

Resolution No. 2020-565

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores directs staff to release the Council attendance report for the current term of Council, and to restate the 2019 Council Remuneration report.

Carried

o) Administrative Report No. CS-046-2020 – Shared Building Services - Temagami

Resolution No. 2020-566

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-046-2020; and

That Council directs staff to prepare the necessary by-law to enter into a shared services agreement with the Municipality of Temagami for consideration at the December 1st, 2020 Regular Meeting of Council.

Carried

p) Administrative Report No. CS-047-2020 – New Year's Eve Fireworks Event

Resolution No. 2020-567

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-047-2020; and

That Council hereby agrees to allow the New Year's Eve Fireworks event coordinated around Wabi Bay by DealChrashers.ca to take place at 8:00 p.m. on December 31, 2020, as per the Fireworks by-law 2009-161, Section 3.3 d).

Carried

q) Memo No. 004-2020-PPP – Volunteer Firefighter Recognition

Resolution No. 2020-568

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.004-2020-PPP; and

That Council extends their gratitude and thanks to the volunteer firefighters and their families for their continued commitment and service to the community, as well as to their employers for accommodating time away from work to attend emergencies; and

That Council recognizes the volunteers who have achieved milestones in their firefighting careers:

- Firefighter, Dean Franks – 5 years service;
- Firefighter, Kevin Utas – 5 years service;
- Firefighter, Leo Geoffroy – 5 years service;
- Deputy District Chief, Michel Laberge – 10 years service;
- Firefighter, David Barton – 10 years service;
- Firefighter, Eric Plante – 10 years service;
- Firefighter, Joel Plante – 10 years service;
- Firefighter, Richard Trottier – 10 years service;
- Captain, Greg Drinkill – 15 years service;
- Captain, Don Drinkill – 25 years service;
- Captain, Richard Shaver – 25 years service;
- District Chief, Jamie Sheppard - 30 years service;
- Deputy District Chief, Steve Belanger – 30 years service;
- Captain, Dave Bowering – 30 years service; and
- Firefighter, Damase Plante – 35 years service.

Carried

r) Administrative Report No. PPP-012-2020 – Appointment of Volunteer Firefighter

Resolution No. 2020-569

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-012-2020; and

That Council hereby appoints Maglorie (MJ) Hoyle as a Volunteer Firefighters

to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

Carried

s) Memo No. 018-2020-PW – Speed Limit Sign Changes

Resolution No. 2020-570

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 018-2020-PW for information purposes.

Carried

t) Memo No. 015-2020-RS – ICIP COVID-19 Resilience Infrastructure Stream

Resolution No. 2020-571

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 015-2020-RS; and

That Council hereby approve the submission of a funding application to the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake, for the extension of the STATO trail from City Hall (Farr Drive) to Albert Street.

Carried

u) Memo No. 016-2020-RS – Inclusive Community Grants

Resolution No. 2020-572

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 016-2020-RS; and

That Council hereby approve the submission of a funding application to the Inclusive Community Grants program funded by the Province of Ontario, for a wayfinding project in the City of Temiskaming Shores.

Carried

v) Administrative Report No. CS-048-2020 – Site Plan Agreement: RK Breau Developments Inc.

Resolution No. 2020-573

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-048-2020; and

That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with RK Breau Development Inc. for consideration at the December 1, 2020 regular Council meeting.

Carried

16. By-laws

Resolution No. 2020-574

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2020-116 Being a by-law to authorize the borrowing upon serial debentures in the principal amount of \$1,695,000.00 towards the cost of the New Liskeard Library relocation

By-law No. 2020-117 Being a by-law to authorize an Agreement between the Ministry of the Solicitor General and the Corporation of the

City of Temiskaming Shores for the provision of Police Services under Section 10 of the Police Services Act, R.S.O. 1990, c.P. 15, as amended

- By-law No. 2020-118 Being a By-Law to Authorize the Execution of the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Between Her Majesty the Queen in Right of the Province of Ontario Represented by the Minister of Transportation for the Province of Ontario and the Corporation of the City of Temiskaming Shores
- By-law No. 2020-119 Being a by-law to amend By-law No. 2010-111, as amended, a by-law to appoint agents for the purposes of wildlife control
- By-law No. 2020-120 Being a By-law to adopt an Agreement between the City of Temiskaming Shores and the Municipality of Temagami for Chief Building Official and Building Inspector Services
- By-law No. 2020-121 Being a by-law to amend By-law No. 2019-001 to appoint Council Committees and Council Representatives to various Boards & Committees for the December 1, 2018 to November 30, 2022 Term of Council
- By-law No. 2020-122 Being a by-law to authorize the execution of a Site Plan Control Agreement with RK Breau Development Inc.

be hereby introduced and given first and second reading.

Carried

Resolution No. 2020-575

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2020-116;
By-law No. 2020-117;
By-law No. 2020-118;
By-law No. 2020-119;
By-law No. 2020-120;
By-law No. 2020-121; and
By-law No. 2020-122

be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

17. Schedule of Council Meetings

- a) Regular – Tuesday, December 15, 2020 at 6:00 p.m.
- b) Regular – Tuesday, January 5, 2021 at 6:00 p.m.
- c) Special – Tuesday, December 8, 2020 at 6:00 p.m. (Presentation of 2021 Operational Budget)
- d) Special Wednesday, December 9, 2020 at 6:00 p.m. (Presentation of 2021 Capital Budget)

18. Question and Answer Period

None.

19. Closed Session

Resolution No. 2020-576

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council agrees to convene in Closed Session at 7:07 p.m. to discuss the following matters:

- a) Adoption of the November 17, 2020 – Closed Session Minutes
- b) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Collective Agreement Negotiations

Carried

Resolution No. 2020-577

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

Be it resolved that Council agrees to rise with report from Closed Session at 7:38 p.m.

Carried

Matters from Closed Session

Adoption of the November 17, 2020 Closed Session Minutes

Resolution No. 2020-578

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that City Council approves the following as printed:

- a) Closed Session Minutes from the Regular meeting of Council – November 17, 2020.

Carried

Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Collective Agreement Negotiations

Councillor Foley disclosed a pecuniary interest with this item, and left the Council meeting prior to Closed Session; therefore, did not participate in the discussion of the subject matter.

Staff provided Council with an update, and Council provided staff with direction in Closed Session.

20. Confirming By-law

Resolution No. 2020-579

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2020-123 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on December 1, 2020 be hereby introduced and given first and second reading.

Carried

Resolution No. 2020-580

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2020-123 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2020-581

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that City Council adjourns at 7:41 p.m.

Carried

Mayor- Carman Kidd

Clerk - Logan Belanger



The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Tuesday, December 8, 2020
6:00 P.M.
City Hall – Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

The meeting was called to order by Mayor Kidd at 6:00 p.m.

2. Roll Call

Council: Mayor Carman Kidd; Councillors Jesse Foley, Patricia Hewitt, Doug Jelly, Jeff Laferriere, Mike McArthur and Danny Whalen

Present: Christopher Oslund, City Manager
Logan Belanger, Municipal Clerk
Kelly Conlin, Deputy Clerk
Shelly Zubycck, Director of Corporate Services
Mathew Bahm, Director of Recreation
Steve Langford, Fire Chief
Brad Hearn, IT Administrator
Rebecca Hunt, Library CEO
Steve Burnett, Manager of Environmental Services
Mitch Lafreniere, Manager of Transportation Services

Regrets: N/A

Members of the Public Present: 1

3. Approval of Agenda

Resolution No. 2020-582

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that City Council approves the agenda as printed.

Carried

4. Declaration of Special Council Meeting

Resolution No. 2020-583

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting of Council” in accordance to Section 7 of Procedural By-law No. 2008-160.

Carried

5. Disclosure of Pecuniary Interest and General Nature

None.

6. New Business

a) Presentation – 2021 Municipal Operational Budget – Draft No. 1

Treasurer, Laura-Lee MacLeod, utilizing a slide deck, presented the first draft of the 2021 Operating Budget. Budget work began over two months ago, with a number of departmental, management and committee meetings, and the figures presented are a cumulative result of this work and planning.

The Treasurer clarified that there was an overall wage reduction due to organizational changes, and 2020 realized a taxable assessment growth of 0.6 percent, resulting in a tax levy growth of 0.3 percent or \$47,691. Recreation revenues were budgeted on the assumption of normal operations, with any shortfalls covered by the Safe Restart Funding program. The Corporate Services Committee reviewed the detailed operating budget and proposed

capital project budget on November 24, 2020 and on December 2, 2020. The Committee recommended proceeding with a budget presentation to Council, utilizing a 1 percent tax levy increase, and a 1 percent water/ waste water rate increase.

Various slides reviewed spreadsheet tables, including: 2021 Tax Scenario; 2021 General Operations Overview; External Agencies; Financing & OMPF; Tax Levy Required for Operations, and Environmental Operations overview, followed by a summary of the contributing factors to the budgeted values, as well as the identified budget risks. The Treasurer also clarified that the 2021 budget figures were compared to the pre-pandemic 2020 budget, to provide a more comparable and accurate representation of operations.

The Treasurer illustrated the breakdown of various cost centres using pie charts, which included: Total Expenditures; Capital Financing; and Net Municipal Operations.

City Manager, Christopher Oslund presented a revised Council training plan based on Councillor interest in attending various conferences, resulting in a \$50.00 adjustment. Mr. Oslund also commented that per diems have been incorporated into the training budget, as there is a time commitment for attending and participating in virtual meetings; however, noted that it is at Council's discretion. Mayor Kidd stated that the 2021 FONOM conference will be prerecorded and formatted in a manner that a full-day commitment would not be required to view the individual sessions; therefore, a full-day per diem may not be required. As such, Mayor Kidd requested feedback from Council on whether to leave the decision to claim a per-diem to the individual Councillor, as time commitments will vary. Councillor Laferriere commented he will not claim a per diem for the FONOM conference. Councillor McArthur commented that per diem claims should be up to the individual Councillor; however, recommended that if a per diem is claimed, then a verbal or written report should be provided at a subsequent Council meeting. Councillor Jelly believes the intent of the per diem is to compensate for the displacement from your home to attend a conference or training, as such will not be submitting a claim; however, recommends the decision remain with the Councillor. Councillor Whalen commented that interactive conferences and delegations requires a time commitment for attendance, upwards of seven hours, in which a per diem would be appropriate. Council approved the budget as presented, and claims will be at the discretion of the individual Councillor.

Resolution No. 2020-584

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores approves the 2021 Council Training Plan as presented, in the amount of \$12,970.

Carried

Following the presentation of the Corporate Services Budget summary, Councillor Jelly inquired why the Police Services Board does not receive funds resulting from Provincial Offences Act revenue, as this revenue is garnered from provincial police activity. The Treasurer commented that the POA funds extend beyond the City of Temiskaming Shores, and are collected from the entire district, including the collection of fines from various Ministries. Unfortunately, a method has not been found to separate the funds for allocation purposes; however, Councillor Jelly requested the matter be investigated.

Following the presentation of the Recreation Budget summary, Mayor Kidd inquired if the City is anticipating similar revenues from 2019. Director of Recreation, Matthew Bahm, clarified that the forecasted revenues were based on an average of two complete years, utilizing pre-pandemic values from 2018 and 2019.

Following the presentation of the Public Works Budget summary, Mayor Kidd inquired about the variance of the salt/ sand budget. The Manager of Transportation Services, Mitch Lafreniere, commented that the 2021 budgeted figure was an average over the past three years. The material application is dependent upon the weather during the winter season, and the vehicles are now equipped with a monitoring system to calculate the volume of material applied to roadways. This technology will assist in future budgeting.

Following the presentation of the Transit summary, City Manager Christopher Oslund, clarified that revenues were budgeted as though it was a normal year, and the City has applied under the Safe Restart Funding to alleviate shortfalls in revenue, should the City be approved under the program.

Following the presentation of the Tax Levy Summary, Councillor Laferriere commented on the \$300,000 realized in operational savings; however, when compared to the size of the capital component required in 2021 and beyond, funding capital projects at the proposed level, will require consideration of what the City can afford over the long-term.

City Manager, Christopher Oslund thanked staff for their work and effort to evaluate and establish an operational budget. Mr. Oslund communicated that he is confident in the numbers presented, which includes an operational savings of approximately \$300,000. However, the City continues to see pressures from external agencies, which will continue to be a challenge related to the pressures of capital financing and capital replacement. Although the proposed draft budget includes a 1 percent levy increase and 1 percent water and sewer increase to the ratepayers, this budget would be meet the City's operational needs and address capital needs in 2021.

Mayor Kidd commented on the new development that has occurred in the City over the past year, which will result in increased assessment revenue in future years. Mayor Kidd thanked staff for their work on the budget and for their approach for increased involvement.

The Treasurer completed the presentation of the 2021 Operating Budget, and thanked Mayor and Council for their consideration.

Resolution No. 2020-585

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges the presentation of the 2021 Municipal Operational Budget.

Carried

Resolution No. 2020-586

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores agrees in principle to a 1 percent levy increase and a 1 percent water and waste water charge increase for the 2021 budget.

Carried

7. Adjournment

Resolution No. 2020-587

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 7:09 p.m.

Mayor- Carman Kidd

Clerk - Logan Belanger



The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Wednesday, December 9, 2020
6:00 P.M.
City Hall – Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

The meeting was called to order by Mayor Kidd at 6:00 p.m.

2. Roll Call

Council: Mayor Carman Kidd; Councillors Jesse Foley, Patricia Hewitt, Doug Jelly, Jeff Laferriere, Mike McArthur and Danny Whalen

Present: Christopher Oslund, City Manager
Logan Belanger, Municipal Clerk
Kelly Conlin, Deputy Clerk
Shelly Zubych, Director of Corporate Services
Mathew Bahm, Director of Recreation
James Franks, Economic Development Coordinator
Steve Langford, Fire Chief
Brad Hearn, IT Administrator
Steve Burnett, Manager of Environmental Services
Mitch Lafreniere, Manager of Transportation Services

Regrets: N/A

Members of the Public Present: N/A

3. Approval of Agenda

Resolution No. 2020-588

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that City Council approves the agenda as printed.

Carried

4. Declaration of Special Council Meeting

Resolution No. 2020-589

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores declares this meeting a “Special Meeting of Council” in accordance to Section 7 of Procedural By-law No. 2008-160.

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Laferriere declared a Conflict of Pecuniary Interest related to **Section 6 – New Business, Item a) Presentation – 2021 Municipal Capital Budget – Draft No. 1, Slide No. 15 – Property Maintenance, Line Item 2, New Liskeard Marina Building Upgrades**, as his son submitted a bid and is currently engaged in discussions with the City of Temiskaming Shores regarding the operation and lease of the facility.

6. New Business

a) Presentation – 2021 Municipal Capital Budget – Draft No. 1

Treasurer, Laura-Lee MacLeod, utilizing a slide deck, presented the first draft of the 2021 Capital Budget. Budget work began over two months ago, with a number of departmental, management and committee meetings, and the figures presented are a cumulative result of this work and planning. The estimates are based on the best available information staff had at the time budgets were prepared. Should Council adopt the budget in principle, staff will release tenders to confirm estimates. Some values may differ, and will be returned to Council for final approval, and to determine the validity of the project.

The Treasurer reviewed the transfer from general operations, which was discussed at the Special meeting of Council on December 8, 2020: the tax levy for 2021 is \$13,902,916, which incorporates 2020 growth and a 1% tax levy increase. Of this amount, \$12,591,350 is required for general operations, such as municipal operations, external agencies and capital financing, and the balance of \$1,311,566 is available for transfer to general capital envelope.

The various slides included spreadsheet tables on 2021 General Capital, and capital summaries for Environmental; Corporate Services; Fire and Emergency Services; Public Works; Roads Program (including a Roads Financing Plan); Recreation; Property Maintenance; Fleet (including a Fire Rescue Van summary); Transit; and Environmental Services. The Treasurer also reviewed available funding sources and financing options to fund the proposed capital projects.

Following the presentation of the Road Program and associated Financing Plan, Councillor Laferriere, stated that the City has the ability to fund the two-year, \$5 million dollar roads program. However, noted that this represents approximately 10 percent of the overall roads program, and the financing plan does not illustrate the impact of future spending on roads beyond the two-year program. Councillor Laferriere stated that this piece would address the compounding effect on capital projects.

The Treasurer commented that the Ontario Community Infrastructure Fund (OCIF), may be used towards principal and interest payments to fund the Road Program. In addition, the Road Financial Plan currently does not illustrate the use of Gas Tax Funds beyond 2022. Council would need to consider the use of these funds in a multi-year capital plan. City Manager, Christopher Oslund commented that the Engineering Technologist is working on the Asset Management Plan to provide a fulsome picture of the long-term capital needs for the City. The Plan presented begins some work on the roads, and the Asset Management Plan will help guide future decisions and capital allocations.

Councillor Whalen inquired if all the Committee Chairs are comfortable with the Roads Program. All members of Council agreed to proceed with the proposal; however, Councillor Laferriere commented that a long-term strategy will be required to visualize the impact to the budget and to the ratepayer in future years. Councillor McArthur does not wish to see other Committee budgets affected due to this program; however, recognizes the importance of fixing the roads. Mayor Kidd commented that the list of roads to be repaired have not been determined. Roads will be reviewed in the new year based on street scan data, and the pavement condition index (PCI) to ensure roads are prioritized accordingly, while also taking into account higher traffic areas, transit routes, future capital projects, etc. Councillor Hewitt wishes to see a strategic plan, as roads are not the only priority, to ensure the City is not missing other opportunities.

Resolution No. 2020-590

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores approves in principle a two-year roads program, with a capital investment of five-million dollars, funded as follows:

- Federal Gas Tax Proceeds: \$1,289,979;
- Borrowing: \$3,710,021; and

Further that Council agrees to utilize the annual Ontario Community Infrastructure Fund (OCIF), estimated at \$334,000 annually, to finance the borrowing.

Carried

Following the presentation of the Property Maintenance capital projects, Councillor McArthur inquired on the status of the New Liskeard Marina upgrades and the intended use of the \$120,000 budget, as all of Council should know the particulars of the proposed use. Mayor Kidd commented that the budgeted figure may not be spent depending on the City's direction for the building. Councillor Jelly stated that the \$120,000 figure was budgeted to bring the building to a safe standard, so Council can determine the future use of the building. The City Manager commented that the estimate was established following a structural analysis of the building, and was not based on leasehold improvements that a potential tenant may have. The City Manager updated that staff are not at a point to present a finalized lease agreement to Council; however, offered to provide Council an update during a Closed Session at the December 15, 2020 regular meeting. The Treasurer commented that when estimates are considered, it is step one in the budgeting process. When Council adopts a budget in principle, it allows staff to proceed to Step 2, to seek estimates and tenders for increased accuracy to the budget, so Council can determine the feasibility and priority of projects, prior to Step 3, when Council considers and adopts the final budget, the tax levy and tax rates.

Councillor Laferriere disclosed a pecuniary interest related to Resolution No. 2020-591; therefore, did not participate in the discussion of the subject matter.

Resolution No. 2020-591

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that Council of the City of Temiskaming Shores agrees to include

the New Liskeard Marina Building Upgrades project in the amount of \$120,000, as detailed in the Property Maintenance estimates, within the overall 2021 Capital Budget.

Carried

Following the presentation of the Fleet capital budget, Council considered and adopted the following resolution.

Resolution No. 2020-592

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Whereas on February 14, 2019, the Building Maintenance Committee Meeting recommended a cap of \$300,000 for the purchase of a fire rescue vehicle; and

Whereas Council accepted the Building Maintenance Committee's recommendation; and

Whereas efforts to obtain a fire rescue vehicle within funding parameters approved by Council, have been unsuccessful; and

Whereas the Fire Chief has recommended Council consider a revised budget estimate for a new fire rescue vehicle in 2021 for Station No. 2.

Now therefore be it resolved that Council for the City of Temiskaming Shores agrees in principle, to approve an estimate of \$415,000 for a new fire rescue vehicle.

Carried

Following the presentation of the Transit capital budget, Councillor Jelly inquired if the Transit Committee could seek funding or sponsorships for the installation of bus shelters.

The Treasurer completed the presentation of the 2021 Capital Budget, and thanked Mayor and Council for their consideration.

Resolution No. 2020-593

Moved by: Councillor Whalen
Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores hereby acknowledges the presentation of the 2021 Capital Budget.

Carried

Resolution No. 2020-594

Moved by: Councillor Foley
Seconded by: Councillor Jelly

Be it resolved that Council of the City of Temiskaming Shores directs staff to prepare the necessary resolution to adopt the 2021 operational and capital budgets, in principle, for consideration at the December 15, 2020 regular meeting of Council.

Carried

7. Adjournment

Resolution No. 2020-595

Moved by: Councillor Laferriere
Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 7:07 p.m.

Carried

Mayor- Carman Kidd

Clerk - Logan Belanger

Ministry of Infrastructure

Infrastructure Program Design and
Delivery Division

777 Bay Street, 4th Floor, Suite 425
Toronto, Ontario M5G 2E5

Ministère de l'Infrastructure

Division de la conception et de la mise en
œuvre des programmes d'infrastructure

777, rue Bay, 4 étage, Suite 425
Toronto (Ontario) M5G 2E5



December 2020

File #: OCIF FC2-M-0377

Chris Oslund, City Manager
City of Temiskaming Shores
PO Box 2050, 325 Farr Drive
Haileybury, Ontario P0J 1K0

Dear Chris Oslund:

RE: Ontario Community Infrastructure Fund Formula-Based Component Agreement Between Her Majesty the Queen in Right of Ontario and The Corporation of the City of Temiskaming Shores effective November 9, 2016 (the "Agreement")

Pursuant to section F1.2 of the Agreement, enclosed please find a Revised Allocation Notice which sets out the amount of Funds the municipality named in the subject line of this letter is eligible to receive under the Agreement in the 2021 Funding Year. Subject to the terms and conditions of the Agreement, the Province will provide the Funds in accordance with section F2.1 of the Agreement. Capitalized terms used but not defined in this letter and the Revised Allocation Notice have the meanings ascribed to them in the Agreement.

This funding allocation should be kept confidential and should not be shared in any public forums (except for your municipal council) or communicated to the media. The Province will provide information and a date when the funding for all municipalities will be publicly communicated.

Staff will be contacting you in the near future on reporting required to meet the conditions of the Agreement in respect of the amount of Funds received in 2020.

The Ministry of Infrastructure continues to work with the Association of Municipalities Ontario and municipalities to review the design of the program.

Should you have any questions regarding the above, please do not hesitate to contact your Project Analyst, Joseph Dubonnet, directly at 519-400-6184 or via email at Joseph.Dubonnet@ontario.ca.

Sincerely,

Trevor Fleck
Director, Intergovernmental Policy and Program Delivery Branch



**Ontario Community Infrastructure Fund (OCIF)
Formula-Based Component**

Revised Allocation Notice

Ministry of Infrastructure

The Corporation of the City of Temiskaming Shores

December 2020

Disponible en français

Ontario Community Infrastructure Fund (OCIF)

Formula-Based Component- Revised Allocation Notice**The Corporation of the City of Temiskaming Shores**

Formula-Based Funding Allocation

The amount of Funds the municipality named on this Revised Allocation Notice is eligible to receive under the Agreement in the 2021 Funding Year is as follows:

2021 formula allocation	\$334,319.00
-------------------------	--------------

Terms and Conditions

The provision of Funds to the Recipient are subject to the terms and conditions of the Agreement.

From: [Meagan Elliott](#)
To:
Cc:

Subject: Support Bill 226
Date: Thursday, December 3, 2020 2:10:57 PM

Hello,

Council for the Corporation of the Town of Kirkland Lake passed the following motion at its Regular Meeting of Council on December 1, 2020:

Moved by: Stacy Wight

Seconded by: Rick Owen

BE IT RESOLVED THAT Memorandum Number 2020-CLK-009 entitled “**Supporting Bill 226 – The Broadband is an Essential Service Act**” be received,

THAT Council for the Corporation of the Town of Kirkland Lake supports Bill 226 - The Broadband is an Essential Service Act, and

THAT staff be directed to forward this motion of support to the Premier of Ontario, MPP John Vanthof and surrounding municipalities.

CARRIED

Meagan Elliott, BA
Municipal Clerk
Corporation of the Town of Kirkland Lake
3 Kirkland St., Kirkland Lake, ON P2N 3P4
T: 705-567-9361 Extn 238
F: 705-567-3535
Meagan.Elliott@tkl.ca
www.kirklandlake.ca

From: Vanthof - CO, John [mailto:JVanthof-CO@ndp.on.ca]
Sent: November 10, 2020 9:58 AM
Subject: Support Request

CAUTION: This email originated from a sender outside of the organization. Do not reply, click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning to the Mayors, Reeves and Councils in Timiskaming-Cochrane;

RE: Bill 226 -The Broadband is an Essential Service Act

I have attached a letter outlining a private members bill that I have put forward in the Ontario Legislature.

-

As you are well aware, lack of access to usable and affordable high-speed internet has been a long-standing barrier for many residents and businesses in our riding of Timiskaming-Cochrane.

As a result, on Nov. 5, 2020 I tabled the **Broadband is an Essential Service Act** (Bill 226) which would legislate the provincial government to develop and implement a high speed internet strategy that ensures 95% of Ontarians have access by 2026, and the other 5% by 2030. The Minister of Infrastructure would have to report on and update the strategy to ensure its completion. The specifications for the service would be determined by the CRTC.

More information is available at (<https://www.ola.org/en/legislative-business/bills/parliament-42/session-1/bill-226>)

Please review [the](#) letter and it is my hope your council will support **Bill 226- the Broadband is an Essential Service Act** - which will be debated for second reading on November 26, 2020.

Sincerely,

John

John Vanthof

Member of Provincial Parliament for Timiskaming-Cochrane

(TEL) 705-647-5995 | (TOLL FREE) 888-701-1105 | (FAX) 705-647-1976

www.johnvanthof.com

Petition of Abandonment of Drainage Works

Drainage Act, R.S.O. 1990, c. D17, s.84

To:

The Corporation of the City of Temiskaming Shores
P.O. Box 2050, 325 Farr Drive
Haileybury, ON P0J 1K0

Re: Petition of Abandonment of drainage works or part thereof described as:

--

(Name and description of drainage work or part thereof to be abandoned)

Attach Map (if necessary)

As owners of land within the above described area, we hereby petition council under subsection 84(1) of the Drainage Act, for the abandonment of all or part of drainage works, and understand that we may be assessed for costs if an engineer's report to assess the abandonment is required.

Purpose of the Petition (To be completed by one of the petitioners. Please print)

Contact Person (Last Name)	(First Name)	Telephone Number
----------------------------	--------------	------------------

Address

Road/ Street Number	Road/ Street Name
---------------------	-------------------

Location of Project

Lot	Concession	Municipality	Former Municipality (if applicable)
-----	------------	--------------	-------------------------------------

Petition filed this _____ Day of _____, 20____

Note: Under Section 84(1) of the Drainage Act, Council must receive a written request from three-quarters of the owners of land assessed for benefit in respect of a drainage works, who own not less than three-quarters of the area assessed for benefit as shown in the By-law or By-laws under which the drainage works exist, asking for the abandonment of such drainage works or part thereof.

Property Owners Signing the Petition

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number if available.
- If you have more than two properties, please take copy(ies) of this page and continue to list them all.

Number	Property Description
Geographic Municipality	Parcel Roll Number

I hereby petition for the abandonment of all or part of drainage works for the land described, and acknowledge my financial obligations if an engineer's report to assess the abandonment is required.

Ownership

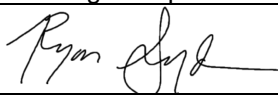
☐ Sole Ownership

Owner Name (Last, First Name) (Print)	Signature	Date (yyyy/mm/dd)
---------------------------------------	-----------	-------------------

☐ Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Print)	Signature	Date (yyyy/mm/dd)

☐ Corporation (The individual with authority to bind the corporation must sign the petition)

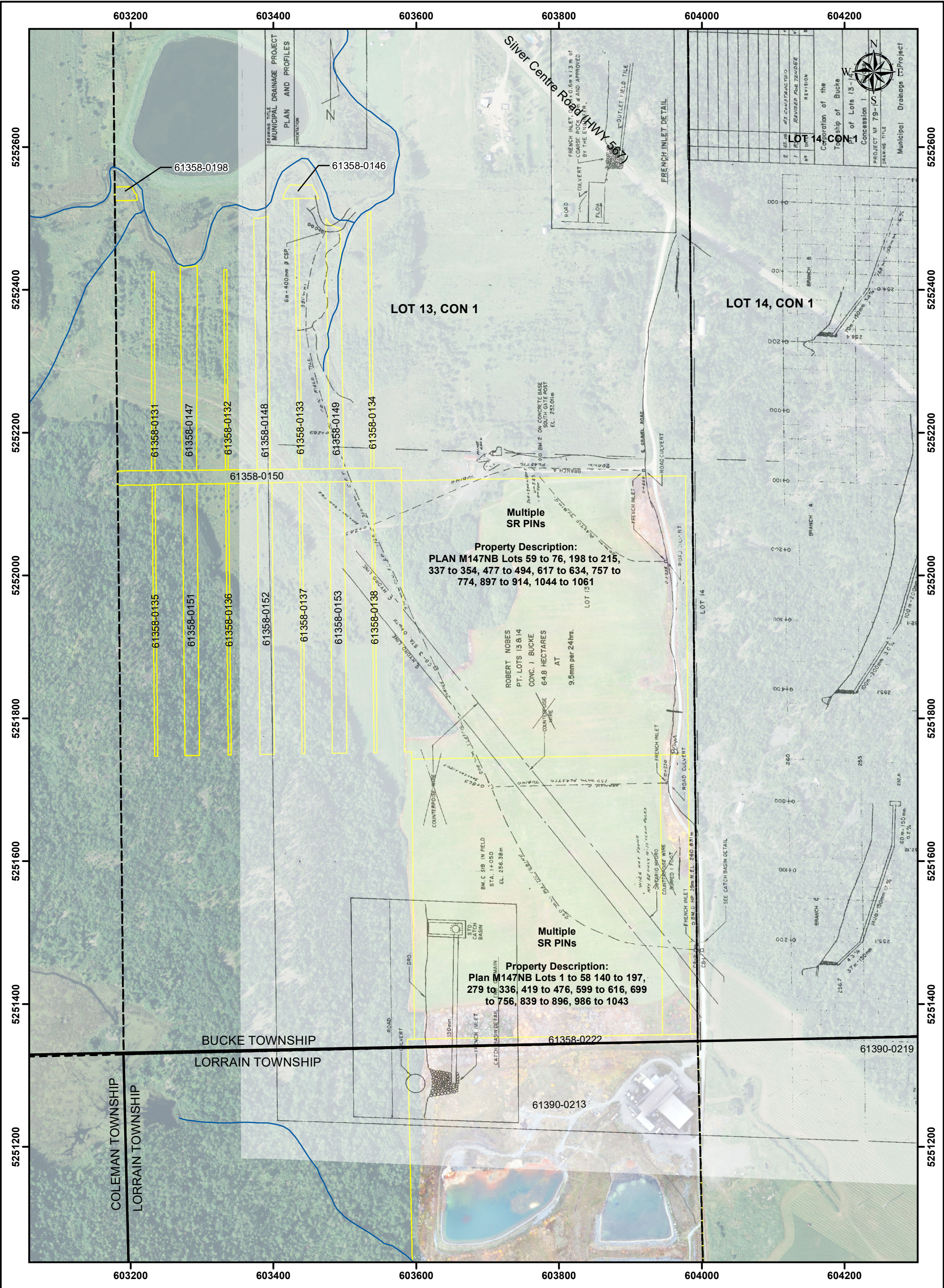
Name of signing (Last, First Name) (Print)	Signature 
Name of Corporation	I have the authority to bind the Corporation.
Position Title	Date (yyyy/mm/dd)

☐ Check here if additional sheets are attached.

- Once the petition is filed, council shall send a notice to all of the owners of the land assessed stating its intention to abandon the drainage works or the part of the drainage works, unless, within 10 days of the date the municipality's notice was sent, any owner sends a notice to the clerk of the municipality, requesting that the report of an engineer be made on the proposed abandonment. *Drainage Act, R.S.O. 1990, c.D.17, subs. 84(1)*
- If an owner sends a notice to the clerk within the 10-day period, council shall appoint an engineer to examine the drainage works and report recommendations as to the proposed abandonment, any necessary work in connection therewith, the sale of any assets, the cost of abandonment and all other appropriate matters and shall assess all costs, including the engineer's compensation, and damage allowances against persons liable to assessment in connection with the drainage works in such proportions as appear just. *Drainage Act, R.S.O. 1990, c.D.17, subs. 84(3)*
- If no owner sends a notice to the clerk within the 10-day period, or if the engineer's report, as it may be altered on appeal, recommends the abandonment of the drainage works, the council may by by-law abandon the drainage works, and thereafter the municipality has no further obligation with respect to the drainage works. *Drainage Act, R.S.O. 1990, c.D.17, subs. 84(5)*
- Any money remaining to the credit of the drainage works after it is abandoned shall be divided proportionately among the owners of lands and roads assessed therefor. *Drainage Act, R.S.O. 1990, c.D.17, subs. 84(6)*

Notice of Collection of Personal Information

Any personal information collected on this form is collected under the authority of the *Drainage Act, R.S.O. 1990, c. D.17* and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to the Clerk's department, 325 Farr Drive, P.O. Box 2050, Haileybury, ON P0J 1K0, Telephone: 705-672-3363.



Legend

Watercourse

Cobalt Camp Refinery Limited Surface Rights

Geographic Township

Lots and Concessions

UTM NAD83 Zone17N

Metres

0 25 50 100

STORY

environmental

First Cobalt Corp.

Cobalt Camp Refinery Limited

Drwn by: SED

Rvw'd by: KJK

Date: 25-Nov-2020

Cobalt Camp Refinery Limited

Proposed Abandonment of Drainage Works

Nobes Municipal Drain, Part of Lots 13 and 14

Concession 1, Township of Bucke

Drawing No.: SEI-272-01-19-02-001

Nobes Municipal Drain Location and Current CCRL Land Tenure

Figure 1

Credits: Basemap imagery obtained from Land Information Ontario and was flown in 2008 and 2009. High resolution site imagery was flown by SEI Remotely Piloted Aircraft System ("RPAS") in October 2019. Property boundaries were created using georeferenced block maps and plans from the Ontario Land Registry Office online. Watercourse from Ontario Integrated Hydrology. Georeferenced plan from H. Sutcliffe Limited (4-283). Locations are approximate and boundaries are not necessarily to scale. This figure is for illustrative purposes only.

Document Path: T:\SEI\272 First Cobalt\Refinery\Figures\19-02 DrainageWorks\SEI-272-01-19-02-001 DrainageWorks Loc_11x17P_r1.mxd

November 24, 2020

The Honourable Greg Rickford
Minister of Energy, Northern Development
& Mines and Minister of Indigenous Affairs
Whitney Block, Room 5630
5th Floor, 99 Wellesley St. W.
Toronto, ON M7A 1W1

Dear Minister Rickford:

At its meeting of November 11, 2020, Hamilton City Council approved Item 10 of the General Issues Committee Report 20-018, which reads as follows:

10. Request for an Interim Cap on Gas Plant and Greenhouse Gas Pollution and the Development and Implementation of a Plan to Phase-Out Gas-Fired Electricity Generation (Item 10.2)

WHEREAS, the Government of Ontario is planning to increase reliance on gas-fired electricity generation from Ontario's gas-fired power plants, which is anticipated to increase greenhouse gas (GHG) pollution by more than 300% by 2025 and by more than 400% by 2040;

WHEREAS, Canada's temperature is rising more than double the rate of the rest of the world (which is in alignment with climate models and projections impacting northern climates most significantly);

WHEREAS, the Province of Ontario will adversely impact more than a third of the greenhouse gas reductions it achieved by phasing-out its dirty coal-fired power plants, due to a power plan built around ramping up gas-fired generation to replace the output of the Pickering Nuclear Station (scheduled to close in 2024);

WHEREAS, alternative options are available to reversing short sighted cuts to energy efficiency programs and stop under-investing in this quick to deploy and low-cost resource, which include maximizing our energy efficiency efforts by paying up to the same price per kilowatt-hour (kWh) for energy efficiency measures as we are currently paying for power from nuclear plants (e.g., up to 9.5 cents per kWh);

WHEREAS, the Province of Ontario should continue to support renewable energy projects that have costs that are below what we are paying for nuclear power and work with communities to make the most of these economic opportunities;

WHEREAS, the Province of Ontario has alternative options to increasing gas-fired electricity generation, such as the Province of Quebec's offer to receive low-cost 24/7 power from its water powered reservoir system as a possible alternative;

WHEREAS, a fossil-free electricity system is critically important to Hamilton's efforts to reduce GHG emissions by replacing fossil fuel use with electric vehicles, electric buses, electric heat pumps, and other steps dependent on a fossil-free electricity supply; and,

WHEREAS, our staff have noted this problem in their report on Updated Timelines and SMART Corporate Goals and Areas of Focus for Climate Mitigation and Adaptation where they warn that "Unless the Province of Ontario changes direction on Ontario's fuel supply mix, it is expected natural gas, and therefore GHG emissions, may continue to increase as the nuclear facilities are refurbished and the Province of Ontario further supplements the electricity grid with natural gas inputs";

THEREFORE, BE IT RESOLVED:

- (a) That the City of Hamilton request the Government of Ontario to place an interim cap of 2.5 mega tonnes per year on our gas plant and greenhouse gas pollution and develop and implement a plan to phase-out all gas-fired electricity generation by 2030 to ensure that Ontario meets its climate targets; and,
- (b) That a copy of this resolution be sent to the Premier of Ontario, to the local MPP's, to the Region of Waterloo and local area municipalities.

Therefore, the City of Hamilton respectfully requests your consideration of this matter and looks forward to your response.

Sincerely,

Fred Eisenberger
Mayor

Copied: The Honourable Doug Ford, Premier of Ontario
Andrea Horwath, Opposition Party Leader, New Democratic Party of Ontario,
M.P.P Hamilton Centre
Monique Taylor, M.P.P. Hamilton Mountain
Paul Miller, M.P.P. Hamilton East-Stoney Creek
Donna Skelly, M.P.P. Flamborough-Glanbrook
Sandy Shaw, M.P.P. Hamilton West-Ancaster-Dundas
Region of Waterloo
Ontario Municipalities
Association of Municipalities of Ontario

November 24, 2020

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

Paul Miller
M.P.P. Hamilton East-Stoney Creek
289 Queenston Road
Hamilton, Ontario L8K 1H2

Andrea Horwath
Opposition Party Leader
New Democratic Party of Ontario
M.P.P. Hamilton Centre
20 Hughson St. S., Suite 200
Hamilton ON L8N 2A1

Donna Skelly
M.P.P. Flamborough-Glanbrook
2000 Garth Street, Suite 104
Hamilton, ON L9B 0C1

Monique Taylor
M.P.P. Hamilton Mountain
2-555 Concession Street
(Royal Bank Building)
Hamilton, Ontario L8V 1G2

Sandy Shaw
M.P.P. Hamilton West-Ancaster-Dundas
177 King Street West
Dundas, ON L9H 1V3

Dear Premier Ford and Members of Provincial Parliament,

At its meeting of November 11, 2020, Hamilton City Council approved Item 8 of the General Issues Committee Report 20-018, which reads as follows:

9. Temporary Cap on Food Delivery Service Charges (Item 10.1)

WHEREAS, the restaurant industry plays a crucial role in the City's economy, as well as the livelihoods of residents, families and communities;

WHEREAS, the restaurant industry has been severely impacted throughout the COVID-19 pandemic, particularly due to substantially decreased indoor dining;

WHEREAS, restaurant owners have become increasingly dependent on delivery and take-out services for the viability of their businesses;

WHEREAS, restaurants are under pressure from high commission fees being charged by the major food delivery service apps;

WHEREAS, major cities throughout the United States have implemented temporary caps on the fees charged by food delivery service apps, as an option to assist the restaurant industry throughout the COVID-19 pandemic; and,

WHEREAS, the City of Hamilton does not have the authority to regulate food delivery service company fees or cap the fees that they charge;

THEREFORE, BE IT RESOLVED:

- (a) That the Mayor correspond with the Premier of Ontario, and local Members of Provincial Parliament to ask that the Province implement a temporary cap on commissions for food service delivery companies; and,
- (b) That a copy of that request be sent to other municipalities in Ontario and the Association of Municipalities of Ontario for their endorsement.

Therefore, the City of Hamilton respectfully requests your timely consideration to this matter.

Sincerely,

Fred Eisenberger
Mayor

Copied: Municipalities of Ontario
Association of Municipalities of Ontario



**THE CORPORATION OF THE
TOWNSHIP OF MATACHEWAN**

December 7, 2020

Premier Doug Ford
Legislative Building
Queen's Park
Toronto, ON
M7A 1A1

Dear Premier Ford:

At the meeting held on November 25, 2020, the Council of the Corporation of the Township of Matachewan passed Resolution 2020-255 to support Bill 226, Broadband as an Essential Service Act.

A copy of Resolution 2020-255 is attached. Your consideration and support of this resolution would be greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Knauth", is written over a circular stamp that partially overlaps the signature.

Barbara Knauth
Deputy Clerk Treasurer

Cc: FONOM
All Ontario M.P.P.'s
AMO
FONOM
Municipalities in the District of Temiskaming



THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN

P.O. Box 177, Matachewan, Ontario P0K 1M0

DATE: November 25, 2020

RESOLUTION #: 2020²⁵⁵

Moved by:

John Vanthof

Seconded by:

Guy Duke

WHEREAS John Vanthof, MPP Timiskaming-Cochrane has introduced Bill 226, Broadband is an Essential Service Act;

AND WHEREAS we deem Broadband to be an Essential Service as witnessed by issues surrounding COVID19;

NOW THEREFORE we, the Council of the Township of Matachewan, support Bill 226;

AND FURTHER THAT a copy of this Resolution be forwarded the Hon. Doug Ford, Premier of Ontario; all Ontario M.P.P.s; A.M.O.; F.O.N.O.M. and all the municipalities in the District of Timiskaming.

	COUNCILLOR	YEA	NAY	PID
CARRIED	✓ Ms. A. Commando-Dubé Mayor			
AMENDED	Mr. N. Costello Mayor			
DEFEATED	Mr. G. Dubé Councillor			
TABLED	Ms. S. Ruck Councillor			
	Mr. A. Durand Councillor			

Certified to be a true
copy of the original.

John Vanthof

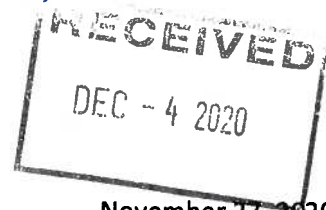
Anne Commando-Dubé
Anne Commando-Dubé
Mayor

Janet Gore
Janet Gore
Clerk



HAILEYBURY HERITAGE MUSEUM

575 Main Street, P.O. Box 911,
Haileybury, Ontario
POJ 1K0



City of Temiskaming Shores
325 Farr Drive,
P.O. Box 2050,
Haileybury, Ontario
POJ 1K0
Attn: Mayor and Council

Dear Mayor and Council:

The Great Fire of 1922, which occurred on October 4 of that year, is recognized as one of the most significant historical events to occur in our area of South Temiskaming. Haileybury alone, which suffered the greatest, saw 90% of the community being burned as well the loss of numerous lives. The Great Fire of 1922 is recognized as one of the top-ten disasters in Canadian history.

The Haileybury Heritage Museum, whose mandate is to showcase and disseminate our local history to the community, has a major component strictly devoted to the history of this terrible conflagration. It is for this reason that the Board of the museum is now beginning to plan an October 4, 2022 centennial event to recognize, not only the fire itself, but the survivors who endured and rebuilt a new life in our community.

As part of our initial planning discussions of a celebration of this milestone, the Board wishes to invite the City of Temiskaming Shores as a key partner in our endeavors to organize and promote the various planned components of the event. It is our wish at this time that Mayor and Council consider a representative of the city to be part of the planning process. Specifically, we ask at this time that the Economic Development Officer for the City of Temiskaming Shores be able to join us as the city representative and to provide his expertise in the marketing and potential procurement of an intern to assist in the organization of this centennial event.

In closing, on behalf of the Board of the Haileybury Heritage Museum, we wish to thank Mayor and Council for your continued support of the museum. We look forward to working with the city to showcase our community and to recognize this pivotal historical moment in the history of our area. Thank you.

Brian Dobbs
Chair, Board of the Haileybury Heritage Museum

Phone: 705-672-1922 Fax: 705-672-2551

Email: hbmuseum@hotmail.ca

1.0 CALL TO ORDER

The meeting was called to order at 4:47 p.m.

2.0 ROLL CALL

PRESENT:	Mayor Carman Kidd Mathew Bahm – Director of Recreation Doug Walsh – Director of Public Works Linda St. Cyr Amanda Mongeon Paul Cobb Stacy Utas Celine Leger Nolet
REGRETS:	Councillor Jesse Foley Jeff Thompson – Superintendent of Community Programming Chuck Durrant

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

There were no revisions or deletions to the agenda.

4.0 APPROVAL OF AGENDA

Recommendation BFCC-2020-001

Moved by: **Amanda Mongeon**

Seconded by: **Linda St. Cyr**

Be it recommended that the Bicycle Friendly Community Committee agenda for the January 13, 2020 meeting be approved as printed.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

There was no disclosure of pecuniary interest and general nature

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BFCC-2020-002

MOVED BY: Amanda Mongeon

SECONDED BY: Carman Kidd

Be it recommended that the minutes of the Bicycle Friendly Community Committee of September 16, 2020 be adopted as presented.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

There were no delegations/public presentations.

8.0 UNFINISHED BUSINESS

8.1 Cycling Routes Update

8.1.1 Wabi Bridge Sharrows

The committee noted that there were no good or bad comments received once the sharrows had been painted onto the roadway. Director Walsh noted that the industry standard for painting of sharrows is every 75 metres which is about the length of the bridge. It was observed that there were still some cyclists riding on the sidewalk of the bridge. It was noted that there is a need for a 3rd sharrow or re paint them at 1/3rd and 2/3rd of the way across the bridge.

8.1.2 Georgina Avenue in Haileybury

Director Walsh mentioned that the street is in dire need of resurfacing. There needs to be a capital plan in place for roadways but there is no plan yet for roadways in 2020.

8.1.3 Route Discussion

The committee discussed various route configurations around Downtown New Liskeard to fill in the missing links of the STATO trail between the Wabi River Bridge and Algonquin Beach Park. Next the committee discussed challenges with the bollards being placed next

to the rubble strip on Lakeshore Road. Director Walsh explained that the current bollards can't be placed on the rubble strips and need to have a flat surface to mount to. He also mentioned that there is a possibility to remove some of the rubble strip where the bollards would be placed to give the trail an extra bit of room. Several members noted that with the bollards placed next to the rubble strip the space available to pass side-by-side another cyclist is very minimal. A possible solution discussed would be to spray over the rubble strip in sections where the STATO trail is very narrow and move the bollards closer to the line. Amanda cautioned about removing the bollards as the barrier to the vehicles helps immensely with safety for cyclists. The consensus was that the bollards do an as good or better job of alerting motorists that they are straying from the marked lane and the change would greatly benefit cyclists on the trail.

Discussion continued about the extension of the STATO trail along Lakeshore next to the Algonquin Regiment Park. The committee feels that an extension of the trail along this area would be easy as there is space for 4 driving lanes but only 3 used at the moment. The committee further discussed the best options to continue the extension of the STATO along Lakeshore towards Whitewood Ave. including sharrows and a dedicated lane.

Recommendation BFCC-2020-003

MOVED BY: Linda St. Cyr

SECONDED BY: Amanda Mongeon

Be it recommended that the east parking lane of Lakeshore Avenue from Beach Boulevard. to Broadwood Avenue be designated as an extension of the STATO trail; that the eastern side of Lakeshore Avenue be designated as a no parking area and that a copy of this recommendation be given to the Public Works Committee.

CARRIED

8.2 Budget 2019

Director Bahm updated the committee on progress towards the purchase of items with leftover funds from the 2019 budget. The bike racks were purchased

and will be installed in downtown Haileybury and near the new Library in New Liskeard. The bike maintenance stand will be installed near the STATO trail sign at the New Liskeard waterfront.

9.0 NEW BUSINESS

9.1 Active School Update / 9.2 Public Health Update

Amanda updated the committee on the Active School transportation program. She indicated that St. Michel school in Dymond was the only school in the Timiskaming District to be approved for the program. So far, their coordinator has collected a lot of data from the school including a family survey and weekly headcount. They have also completed traffic observations and walkabouts near the school. Going forward they will be creating an action plan for the school, there will be an upcoming winter walk day and they have been able to purchase some helmets and bicycles.

9.3 Mapping Update – Linda

Linda shared that the maps have been received back with some updates completed however not all of the proposed updates have been included. So far, the end products being returned do not match with what was envisioned. Work continues on the project and once completed they will be put on the City's website.

9.4 Budget 2020

Director Bahm gave a brief verbal presentation on the 2020 budget for information purposes.

9.5 BFCC Workplan

The BFCC workplan was briefly discussed and noted that it is a work in progress that should be updated as work continues. It can also be used to check on progress and note how small incremental changes have created notable improvements. One area of concern noted was wayfinding around the city and the need to update it. A bike valet program at the 2020 Fall Fair was identified as an area that should be looked at more closely.

9.6 Pop-up lanes on Wabi Bridge

Amanda brought forward the idea of a pop-up lane on the Wabi Bridge as per Share the Road. She mentioned that they are interested in bringing the idea to Temiskaming Shores. Discussion included the cost of the initiative which was estimated to be upwards to \$20,000. Carmen noted that such an initiative may have difficulties getting approved by a majority of council. Matt mentioned that the cost of the project may be better spent on other cycling infrastructure in the city rather than a short-term project.

10.0 SCHEDULE OF MEETINGS

April 20, 2020

September 14, 2020

11.0 CLOSED SESSION

None

12.0 ADJOURNMENT

Recommendation BFCC-2020-004

Moved by: **Linda St. Cyr**

Be it recommended that the Bicycle Friendly Community Committee meeting be adjourned at 6:40 p.m.

CARRIED

Committee Chair

Recorder

1.0 CALL TO ORDER

The meeting was called to order at 4:49 p.m.

2.0 ROLL CALL

PRESENT:	Mayor Carman Kidd Councillor Jesse Foley Chris Oslund – City Manager Mathew Bahm – Director of Recreation Doug Walsh – Director of Public Works Linda St. Cyr Amanda Mongeon Stacy Utas Celine Leger-Nolet
REGRETS:	Jeff Thompson – Superintendent of Community Programming Chuck Durrant Paul Cobb

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Mathew requested the item *Recreation Department Update* to be added as the first item under New Business

4.0 APPROVAL OF AGENDA

Recommendation BFCC-2020-005

Moved by: **Celine Leger-Nolet**

Seconded by: **Jesse Foley**

Be it recommended that the Bicycle Friendly Community Committee agenda for the April 20, 2020 meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

There was no disclosure of pecuniary interest and general nature

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BFCC-2020-006

MOVED BY: **Carman Kidd**

SECONDED BY: **Stacy Utas**

Be it recommended that the minutes of the Bicycle Friendly Community Committee of January 13, 2020 be adopted as presented.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

There were no delegations/public presentations.

8.0 UNFINISHED BUSINESS

8.1 Marking Rubble Strips for Removal

Mathew began the discussion by reiterating the comments that were made at the January meeting surrounding the issues around STATO trail width along Lakeshore Dr. The committee proposed widening narrow areas by removing the rubble strip. It was noted that bollards would be installed in May and areas to be widened need to be marked beforehand.

Director Walsh noted that it made the most sense to use the sidewalk grinder to take the ridge out of the rubble strip because it would be the most effective use of time and materials.

Stacy volunteered to travel the length of the trail and note areas that would benefit from the widening and pass along that information to Paul Allair.

8.2 Active School Update

Amanda gave an update on the Active School Travel Project. She noted that their coordinator of the program had their contract extended to the end of the year which allows the project to continue after the new school years starts. Currently they're working on a few programs and initiatives for the new school year.

8.3 Cycling Routes Map Update

Linda updated the group on the ongoing mapping project of cycling routes within the district. The creator of the maps has created a scaled down version with less information that Linda said was much closer to what they originally intended for the project. Currently there was one map completely finished and the remainder will be finalized over the next couple months.

9.0 **NEW BUSINESS**

9.1 Recreation Department Update

Director Bahm updated the committee on the Bike Exchange event that was planned to take place in May. The event was cancelled due to the COVID-19 pandemic and instead planning has been shifted to the 2021 event.

Mathew continued with an update on the impacts COVID-19 has had on the city and the closures that the City has implemented.

9.2 Public Works Department Update

Doug Walsh updated the committee briefly on upcoming work they will be completing. He noted that line painting and decal painting had been arranged for the spring and they are working with the MTO on the final stretch of the trail along Hwy 65.

Linda asked about the recommendation that was made at the previous meeting about extending the trail along Lakeshore Drive in New Liskeard.

Mathew noted that he wanted to present the proposal rather than just pass it along. With an upcoming meeting of the Public Works Committee on Thursday April 30th Mathew said he would put together a presentation for that meeting.

9.3 Bicycle Friendly Community Designation

Linda provided an update on the Bicycle Friendly Community Designation that must be completed by 2021. Amanda and Linda will review the necessary requirements and report at the next meeting.

9.4 Wayfinding/Signage

Matt brought forward wayfinding/signage as a topic of discussion as it had been included in previous meeting minutes. Generally there was consensus on the need for more wayfinding and signage throughout the community especially at the STATO trailhead next to the PFC and near the Wabi River Bridge. Mathew proposed looking at a signage project including maps of nearby attractions at the PFC and in Haileybury. Linda noted that the STATO organization would have some funds available to contribute to the project.

10.0 SCHEDULE OF MEETINGS

September 14, 2020

11.0 CLOSED SESSION

None

12.0 ADJOURNMENT

Recommendation BFCC-2020-006

Moved by: **Jesse**

Be it recommended that the Bicycle Friendly Community Committee meeting be adjourned at 5:42 p.m.

CARRIED

Committee Chair

Recorder

1.0 CALL TO ORDER

The meeting was called to order at 4:48 p.m.

2.0 ROLL CALL

PRESENT:	Chris Oslund – City Manager Mathew Bahm – Director of Recreation Mitch Lafreniere – Manager of Transportation Services Linda St. Cyr Sue Hall (In place of Amanda Mongeon) Stacy Utas Celine Leger-Nolet Chuck Durrant Paul Cobb
REGRETS:	Mayor Carman Kidd Councillor Jesse Foley Jeff Thompson – Superintendent of Community Programming

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

There were two items added under New Business. “Bike Festival” was added as item 9.7 and “Work Plan” added as item 9.8

4.0 APPROVAL OF AGENDA

Recommendation BFCC-2020-007

Moved by: **Chuck Durrant**

Seconded by: **Celine Leger-Nolet**

Be it recommended that the Bicycle Friendly Community Committee agenda for the September 21, 2020 meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

There was no disclosure of pecuniary interest.

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BFCC-2020-008

MOVED BY: Celine Leger-Nolet

SECONDED BY: Linda St. Cyr

Be it recommended that the minutes of the Bicycle Friendly Community Committee of April 20, 2020 be adopted as presented.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

There were no delegations/public presentations.

8.0 UNFINISHED BUSINESS

8.1 STATO Trail Bollard Placement

Discussion:

Matt Bahm provided a verbal update on the placement of bollards within the city this summer. Previously, a plan was created to move the bollards onto the rumble strip of Lakeshore Drive to allow for more room on narrow sections of the STATO trail. The Committee agreed that placing the bollards on the rumble strip this year was beneficial and should continue. Linda St. Cyr raised a concern with the bollards placed on Grant Drive which were falling over at a concerning rate. Matt Bahm noted that staff would purchase different fasteners for those bollards in 2021.

8.2 Active School Update

Discussion:

Sue Hall from the Timiskaming Health Unit provided a verbal update on the Active School Transportation program. She noted that a charter had been drafted and feedback was being sought.

8.3 Cycling Routes Map Update

Discussion:

Linda St. Cyr gave an update on the route maps being created and noted they were almost complete. The Committee discussed how the maps could be added to Strava which is a common mapping application used by runners and cyclists.

8.4 Lakeshore Drive STATO Extension

Discussion:

Matt provided an update on the Committee's recommendation for an extension of the STATO trail along Lakeshore Drive from Beach Blvd. to Broadwood Ave. He noted that at the Public Works Committee meeting on April 30th he gave a presentation on the proposal. The Public Works Committee did not endorse the recommendation to extend the trail but did pass a recommendation to support the inclusion of an active transportation plan in the 2021 budget.

9.0 **NEW BUSINESS**

9.1 Public Works Update

Discussion:

Mitch Lafreniere was introduced to the Committee as the new head of transportation within the Public Works Department. City Staff noted that going forward there would be more consultation with others on what roads were rehabilitated on an ongoing basis. Members of the Committee expressed a desire to make city streets more inviting for those to cycle and would like to see steps taken to improve infrastructure.

9.2 Bike Friendly Community Designation

Discussion:

The Committee discussed the upcoming deadline for submission to Share The Road for the City's Bicycle Friendly Community award. The Committee noted that maintaining the city's bronze status was important and more work was needed to receive a silver designation. Also discussed was the benefits of keeping the designation and a summary of the cycling infrastructure improvements completed in the last 4 years.

9.3 Sharrows Report

Discussion:

Sue Hall provided a summary of a Timiskaming Health Unit report on the sharrows which were painted onto the Wabi River Bridge. She noted there was a good response rate from the cycling community and some significant information received. The majority of respondents wished to keep the sharrows on the bridge while respondents were split on whether they improved safety.

9.4 Bicycle Safety

Discussion:

The Committee discussed various issues facing cyclists within the city regarding road safety. Matt Bahm brought forward the idea that Dynamic Speed Display Signs be purchased and installed within the City to help reduce the number of drivers who exceed the speed limit. The committee asked that further research be conducted to ensure that the signs would reduce speeds as intended.

9.5 Active Transportation Plan

Discussion:

The Committee discussed the merits of an Active Transportation Plan for the City as proposed by the Recreation Master Plan and recommended by the Public Works Committee and Recreation Committee.

Recommendation BFCC-2020-009

MOVED BY: Linda St. Cyr

SECONDED BY: Paul Cobb

That the Bicycle Friendly Community Committee recommends the City of Temiskaming Shores include the necessary funds within its 2021 budget for the development of an Active Transportation Plan.

CARRIED

9.6 Government Funding Opportunities

Discussion:

The Committee discussed the various Government funding opportunities that are available at the moment and how applicable they would be to local needs. City Staff noted that without an Active Transportation Plan it would be difficult to access any of the available funding right now. It was further noted that more funding for active transportation infrastructure is expected to be available and getting an Active Transportation Plan funded would be the most effective way to move forward.

9.7 Bike Festival

Discussion:

Sue Hall provided an update to the Committee on the annual Bike Festival. She noted that the festival had to be cancelled this year due to COVID-19 however plans for 2021 were continuing and expectations were that some type of event would take place. Plans were also ongoing to apply for various funding opportunities and to search for an adequate space to store and work on bicycles.

9.8 Bicycle Friendly Community Committee Work Plan

Discussion:

The Committee discussed the BFCC Work Plan which coincided with the last BFC application and a copy of the plan was to be included with the minutes.

10.0 SCHEDULE OF MEETINGS

January 18, 2021

April 19, 2021

September 20, 2021

11.0 CLOSED SESSION

None

12.0 ADJOURNMENT

Recommendation BFCC-2020-010

Moved by: **Celine Leger-Nolet**

Be it recommended that the Bicycle Friendly Community Committee meeting be adjourned at 6:48 p.m.

CARRIED

Committee Chair

Recorder

1.0 CALL TO ORDER

The meeting was called to order at 12:02pm

2.0 ROLL CALL

PRESENT:	Councillor Mike McArthur Mathew Bahm, Director of Recreation Paul Allair, Superintendent of Parks and Facilities Mitch Lafreniere, Manager of Physical Assets Lyanne Gosselin, Rotary Club Einas Makki, Rotary Club
REGRETS:	Councillor Jesse Foley Bruce McMullan, Rotary Club Tanner Graydon, Rotary Club

3.0 REVIEW OF REVISIONS OR DELETIONS TO THE AGENDA

There were no revisions or deletions to the agenda

4.0 APPROVAL OF THE AGENDA

Recommendation SP-001-2020

MOVED BY: Lyanne Gosselin

SECONDED BY: Mike McArthur

Be it recommended that the Splash Pad Committee Agenda for March 4, 2020 be approved as printed.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

N/A

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation SP-002-2020

MOVED BY: Lyanne Gosselin

SECONDED BY: Mike McArthur

Be it recommended that the Splash Pad Committee Minutes of December 5, 2019 be approved as printed.

CARRIED

7.0 DELEGATIONS/PUBLIC PRESENTATIONS

N/A

8.0 UNFINISHED BUSINESS

N/A

9.0 NEW BUSINESS

i) City of Temiskaming Shores 2020 Budget

Director of Recreation, Mathew Bahm gave a short verbal presentation on the City of Temiskaming Shores 2020 budget. He noted that the budget had been passed by council and included the Spray Pad project. The Spray Pad was included as a \$522,000 project with a city contribution of \$100,000.

ii) Sponsorship Update

Mathew noted that since previous reporting there had been a total of \$1,500 donated to the project. The total amount fundraised was \$476,549 leaving \$45,451 short of the goal.

iii) Project Construction Update

Mathew gave a detailed presentation on the construction portion of the project. He noted that city staff met with Melissa Sheridan of CRCS Recreation on January 22 to ensure all parties were aware of what the complete project entailed and what duties would be carried out by whom. Out of the meeting came the need to find an exact location for the splash pad which was completed by city staff. Melissa noted at the meeting that fixtures typically have an 8-week lead time with the bases taking less time to arrive. She also noted it would take her crew about 3 weeks to complete their portion of the project and updated pricing will be completed and shared.

Mathew mentioned that all the information and pricing for the sanitary sewer connection, lift station, water servicing, site prep and walkway is completed. Public works would like to send their portions of the project out to tender soon to take advantage of the low lake level. The price for the waterplay elements has not changed significantly since being priced in 2018 and the price for the remainder of the pad construction is expected to decrease with more portions of the construction being undertaken by public works.

At the present moment Mathew noted that the committee was about \$45,000 short on funding commitments and it made moving forward with construction difficult as further progress would make fundraising progressively difficult. It was suggested that re-connecting with the Frogs Breath Foundation would be done to see if they were able to provide another donation to the project to get it across the finish line. Mathew also noted that the committee would be able to cut back on elements and save some costs there which would allow the project to push forward. In the future, funds could be used to purchase those elements and install them at a later time. Councillor McArthur mentioned that the appetite from council to contribute any more funds would be limited.

A course of action was presented by Director Bahm that included contacting Frogs Breath and ask for a funding commitment to fulfill the remaining gap in donations. He would also confirm final pricing from Melissa at CRCS Recreation which was expected to be received by March 6th. Finally, the next meeting of the committee would be on March 18, 2020 so a recommendation could be given to council for their meeting on March 24, 2020 for the site preparation RFP. As well, final recommendation to Melissa could be given on whether or not a removal of some elements would be necessary.

10.0 SCHEDULE OF MEETINGS

- March 18; April 29; May 27

11.0 CLOSED SESSION

There was no closed session.

12.0 ADJOURNMENT

Recommendation SP-003-2020

MOVED BY: Mike McArthur

SECONDED BY: Lyanne Gosselin

Be it resolved that the Splash Pad Committee meeting be adjourned at 12:35 pm.

CARRIED

Committee Chair

Recorder

1.0 **CALL TO ORDER**

The meeting was called to order at 12:01pm

2.0 **ROLL CALL**

PRESENT:	Councillor Jesse Foley Councillor Mike McArthur Mathew Bahm, Director of Recreation Paul Allair, Superintendent of Parks and Facilities Mitch Lafreniere, Manager of Physical Assets Bruce McMullan, Rotary Club Lyanne Gosselin, Rotary Club Einas Makki, Rotary Club
REGRETS:	Tanner Graydon, Rotary Club

3.0 **REVIEW OF REVISIONS OR DELETIONS TO THE AGENDA**

There were no revisions or deletions to the agenda

4.0 **APPROVAL OF THE AGENDA**

Recommendation SP-004-2020

MOVED BY: Jesse Foley

SECONDED BY: Einas Makki

Be it recommended that the Splash Pad Committee Agenda for April 21, 2020 be approved as circulated.

CARRIED

5.0 **DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

N/A

6.0 **REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation SP-005-2020

MOVED BY: Einas Makki

SECONDED BY: Jesse Foley

Be it recommended that the Splash Pad Committee Minutes of March 4, 2020 be approved as printed.

CARRIED

7.0 DELEGATIONS/PUBLIC PRESENTATIONS

N/A

8.0 UNFINISHED BUSINESS

N/A

9.0 NEW BUSINESS

i) Project Construction Update

Director of Recreation, Mathew Bahm gave a verbal presentation on estimated project costs that had been received since the previous meeting. He noted that Melissa Sheridan from CRCS Recreation had submitted final pricing for their component of the project with final costs being \$256,000+HST. This price included the cost of the play elements which had been submitted earlier. In total, this updated pricing reflects a decrease of the amount necessary for the project from \$522,000 to \$506,000 (including non-recoverable HST). However, Mathew noted that costs for landscape remediation and contingency were not included in either of those two figures. Overall it noted that the group remains at least \$30,000 short of the funding necessary to complete the project.

ii) Sponsorship Update

Mathew began the discussion by stating there had not been any new donations to the project since the previous meeting. He did say that a request for a donation was made to CUPE Local 5014 and that they would consider the request at their next meeting.

Mathew stated that he had submitted an application to the Frog's Breath Foundation for a \$50,000 grant which would cover the remaining costs of the project. However, they had extended the deadline for submissions by 1-2 months and did not know when a decision on funding for 2020 would be made. He also stated that an application had been submitted to the FCC Agri-Spirit Fund for a \$25,000 grant. That application would be adjudicated in the summer and a decision would be known in August.

Einas provided an update on the Rotary Club's fundraising since the previous meeting. The Rotary Club has stopped asking for donations towards the project due to the current situation surrounding COVID-19. They have also made some financial decisions to ensure that they will be able to provide their 2021 contribution to the project as expected.

iii) COVID-19

Mathew started a discussion surrounding the COVID-19 pandemic currently ongoing and the changes to the project that it is causing. He stated that it wouldn't be worth soliciting donations for the project for the foreseeable future due to the uncertainty currently within the community. As well, Mathew discussed the city's position as things currently stood. He explained that the City is reviewing its operational and capital budgets to ensure that sufficient cash flow is available for the foreseeable future. The city is considering the deferral of the Splash Pad project due to its non-essential nature and the fact that the city must provide cash flow for the project as a pair of high value commitments are to be provided over a number of years.

Mathew noted that he had discussed the project with the Ontario Trillium Foundation and that they would be willing to defer their grant until 2021.

Einas noted that she was worried about the costs of the project increasing again for 2021 leading to more issues securing the total amount of funding required.

Mathew suggested that he review options for purchasing some of the physical items now with donations already on hand to partially mitigate against potential price increases and report back to the committee in a week's time.

10.0 SCHEDULE OF MEETINGS

- April 28; May 27; July 29

11.0 CLOSED SESSION

There was no closed session.

12.0 ADJOURNMENT

Recommendation SP-006-2020

MOVED BY: Einas Makki

SECONDED BY: Jesse Foley

Be it resolved that the Splash Pad Committee meeting be adjourned at 12:28 pm.

CARRIED

Committee Chair

Recorder

1.0 CALL TO ORDER

The meeting was called to order at 12:02pm

2.0 ROLL CALL

PRESENT:	Councillor Mike McArthur Mathew Bahm, Director of Recreation Paul Allair, Superintendent of Parks and Facilities Mitch Lafreniere, Manager of Physical Assets Bruce McMullan, Rotary Club Einas Makki, Rotary Club
REGRETS:	Councillor Jesse Foley Lyanne Gosselin, Rotary Club Tanner Graydon, Rotary Club

3.0 REVIEW OF REVISIONS OR DELETIONS TO THE AGENDA

There were no revisions or deletions to the agenda

4.0 APPROVAL OF THE AGENDA

Recommendation SP-007-2020

MOVED BY: Einas Makki

SECONDED BY: Mike McArthur

Be it recommended that the Splash Pad Committee Agenda for April 28, 2020 be approved as circulated.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

N/A

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation SP-008-2020

MOVED BY: Einas Makki

SECONDED BY: Mike McArthur

Be it recommended that the Splash Pad Committee Minutes of April 21, 2020 be approved as amended.

CARRIED

7.0 DELEGATIONS/PUBLIC PRESENTATIONS

N/A

8.0 UNFINISHED BUSINESS

N/A

9.0 NEW BUSINESS

i) Review of Purchasing Options

Director of Recreation, Mathew Bahm provided a written report to the committee on purchasing options for different components of the Rotary Splash Pad. Further, he provided a verbal summary of the report and his findings. Two options for purchasing were reviewed, one was the purchase of the spray elements for the facility and the other was the purchase of the package lift station. Both options were deemed to be too risky and/or unfeasible and it was recommended that no purchases be completed in 2020.

10.0 SCHEDULE OF MEETINGS

- July 29

11.0 CLOSED SESSION

There was no closed session.

12.0 ADJOURNMENT

Recommendation SP-009-2020

MOVED BY: Einas Makki

SECONDED BY: Mike McArthur

Be it resolved that the Splash Pad Committee meeting be adjourned at 12:18 pm.

CARRIED

Committee Chair

Recorder

1.0 **CALL TO ORDER**

The meeting was called to order at 12:08pm

2.0 **ROLL CALL**

PRESENT:	Councillor Mike McArthur Mathew Bahm, Director of Recreation Paul Allair, Superintendent of Parks and Facilities Bruce McMullan, Rotary Club Einas Makki, Rotary Club
REGRETS:	Councillor Jesse Foley Mitch Lafreniere, Manager of Transportation Services Lyanne Gosselin, Rotary Club Tanner Graydon, Rotary Club

3.0 **REVIEW OF REVISIONS OR DELETIONS TO THE AGENDA**

There were no revisions or deletions to the agenda

4.0 **APPROVAL OF THE AGENDA**

Recommendation SP-010-2020

MOVED BY: Einas Makki

SECONDED BY: Mike McArthur

Be it recommended that the Splash Pad Committee Agenda for September 30, 2020 be approved as printed.

CARRIED

5.0 **DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

N/A

6.0 **REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation SP-011-2020

MOVED BY: Einas Makki

SECONDED BY: Mike McArthur

Be it recommended that the Splash Pad Committee Minutes of April 28, 2020 be approved as printed.

CARRIED

7.0 DELEGATIONS/PUBLIC PRESENTATIONS

N/A

8.0 UNFINISHED BUSINESS

i) Correspondence

Correspondence was received from the Canadian Dermatology Association, Farm Credit Canada and the Ontario Trillium Foundation. The Canadian Dermatology Association sent regrets that the committee's application would not be receiving funding from their Shade Structure Grant in 2020. Farm Credit Canada also sent regrets that they would not be providing any funding to the Splash Pad Project. Lastly, the Ontario Trillium Foundation provided written confirmation that the funding confirmed from the OTF had been deferred to 2021.

ii) Fundraising Update

Director of Recreation Mathew Bahm provided an update on funding received since the committee's previous meeting in April. He noted that a total of \$16,823 had been received which included \$10,600 from the 100 Women Who Care Temiskaming Shores. A new confirmed fundraising total of \$493,372 was provided and it was noted that left \$28,628 to fundraise.

iii) Outstanding Grants

Director Bahm also provided an update on the outstanding grants that the committee has not received a response from. The first is a request to CUPE local 5014 and an outstanding request to the Frogs Breath Foundation.

Bruce asked about the City's outstanding FedNor appeal. Matt suggested that he would check with James Franks and report back at the next meeting.

9.0 NEW BUSINESS

i) Rotary International Grant

Einas Makki provided the committee an update on a grant that the Rotary Club had submitted to their national organization. The grant was being spearheaded by a regional Rotarian and would provide funds for the construction of a shade structure at the splash pad.

i) Project Going Forward

Director of Recreation Matt Bahm provided an update to the committee on the upcoming process to move the project forward. He commented that the upcoming City of Temiskaming Shores budget was being worked on by staff. He also noted that the project would need its figures to be recalculated to account for inflation. Lastly, he mentioned that the committee would need to consider options to pull together the remainder of the necessary funding if the Frog's Breath Foundation did not award funds for the grant application currently outstanding.

Bruce and Einas provided the names of a number of businesses that the committee should contact to inquire about potentially donating to the project.

10.0 SCHEDULE OF MEETINGS

- November 18th

11.0 CLOSED SESSION

There was no closed session.

12.0 ADJOURNMENT

Recommendation SP-012-2020

MOVED BY: Mike McArthur

SECONDED BY: Einas Makki

Be it resolved that the Splash Pad Committee meeting be adjourned at 12:41 pm.

CARRIED

Committee Chair

Recorder

1.0 **CALL TO ORDER**

The meeting was called to order at 12:04pm

2.0 **ROLL CALL**

PRESENT:	Councillor Mike McArthur Councillor Jesse Foley Mathew Bahm, Director of Recreation Paul Allair, Superintendent of Parks and Facilities Mitch Lafreniere, Manager of Transportation Services Einas Makki, Rotary Club
REGRETS:	Bruce McMullan, Rotary Club Lyanne Gosselin, Rotary Club Tanner Graydon, Rotary Club

3.0 **REVIEW OF REVISIONS OR DELETIONS TO THE AGENDA**

There were no revisions or deletions to the agenda

4.0 **APPROVAL OF THE AGENDA**

Recommendation SP-013-2020

MOVED BY: Jesse Foley

SECONDED BY: Mike McArthur

Be it recommended that the Splash Pad Committee Agenda for November 18, 2020 be approved as printed.

CARRIED

5.0 **DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

N/A

6.0 **REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation SP-014-2020

MOVED BY: Jesse Foley

SECONDED BY: Mike McArthur

Be it recommended that the Splash Pad Committee Minutes of September 30, 2020 be approved as printed.

CARRIED

7.0 DELEGATIONS/PUBLIC PRESENTATIONS

N/A

8.0 UNFINISHED BUSINESS

i) Correspondence – Frogs Breath Foundation

The Frogs Breath Foundation sent correspondence indicating that they have awarded the Splash Pad \$30,000 as per the funding application. Mathew Bahm explained that this funding brings the total amount raised past the \$522,000 goal for the project.

ii) Fundraising Update

Mathew Bahm explained that with the funding received from the Frogs Breath Foundation the total amount received or committed to the project stands at \$523,000.

iii) Outstanding Grants

Matt provided an update on outstanding grants for the project. He explained that he had discussed that FedNor appeal with James Franks. James said that the appeal at this point is unlikely to be successful and if it were the timelines available for the funding wouldn't be attainable. Matt also provided an update on the CUPE donation request. He mentioned that CUPE local 5014 would discuss the request at their January meeting.

iv) Rotary International Grant

Einas provided an update on the Rotary International Grant which Matt applied to in conjunction with Laurie Wilson. She mentioned that the local Rotary Club is waiting on correspondence about the grant and the expectation is at least a partial amount will be awarded.

9.0 NEW BUSINESS

i) Frog's Breath Foundation – Grant Contract

Mathew Bahm explained that the Frog's Breath Foundation requires a grant contract be signed for the funding they've awarded to the project.

Recommendation SP-015-2020

MOVED BY: Jesse Foley

SECONDED BY: Mike McArthur

Be it resolved that the Splash Pad Committee has reviewed the grant contract from the Frog's Breath Foundation for a donation in the amount of \$30,000 and directs Director of Recreation Mathew Bahm to sign the contract on behalf of the committee.

CARRIED

i) City Budget 2021

Matt Bahm provided an update on the City's 2021 budget process. He noted that the City must again approve their \$100,000 contribution to the splash pad but explained there is broad support for the project.

ii) Project Costing

Matt Bahm explained that the next steps for the project would be to receive updated 2021 pricing to ensure that the project costs had not changed substantially. It was agreed that once updated pricing was received the committee would meet again to discuss.

10.0 SCHEDULE OF MEETINGS

- December 16, 2020

11.0 CLOSED SESSION

There was no closed session.

12.0 ADJOURNMENT

Recommendation SP-016-2020

MOVED BY: Mike McArthur

SECONDED BY: Jesse Foley

Be it resolved that the Splash Pad Committee meeting be adjourned at 12:18 pm.

CARRIED

Committee Chair

Recorder

November 16, 2020

Ministry of Municipal Affairs and Housing
777 Bay Street, 17th Floor
Toronto, ON
M7A 2J3

Att: Minister Steve Clark

Dear Honourable Sir,

Re: 2021 Rent Freeze - Funding Request – District of Timiskaming Social Services Administration Board

The District of Timiskaming Social Services Administration Board (DTSSAB), in its Resolution No: 2020-67, dated October 21, 2020, approved maintaining the current 2020 rents for 2021 to comply with the *Helping Tenants and Small Businesses Act, 2020*.

The DTSSAB is concerned however as to the loss of revenue resulting from this compliance, which will in turn affect the 2021 levy to the 23 member municipalities of the DTSSAB.

Be advised that the Council of the Corporation of the Township of Evanturel supported the DTSSAB in its concerns regarding this revenue loss and its request to your Ministry for funding to offset same, at the recent council meeting of November 11, 2020.

Find enclosed a copy of Resolution No. 2020-67 from the DTSSAB.

Also, find enclosed a true copy of Resolution No. 11, passed in open council November 11, 2020, supporting the DTSSAB with its concerns and funding request to offset these revenue losses.

Yours truly,



Virginia Montminy
Clerk

THE CORPORATION OF THE
TOWNSHIP OF EVANTUREL

Encl:

c.c. Association of Municipalities of Ontario (AMO)
Federation of Northern Ontario Municipalities (FONOM)
Ontario Municipal Social Services Association (OMSSA)
John Vanthof – MPP Timiskaming-Cochrane
23 Municipalities in the District of Temiskaming
District of Timiskaming Social Services Administration Board (DTSSAB)



RESOLUTION

October 21, 2020

No: 2020 - 67

Moved by: *PAT*

Seconded by: *JAN*

THAT the Board approve maintaining the current 2020 rents for 2021 to comply with the *Helping Tenants and Small Business Act, 2020*.

AND THAT the Board send a letter to the Minister of Municipal Affairs and Housing requesting funding to offset revenue losses resulting from this provincial policy change as it will result in a higher levy in 2021 to municipalities than under the current policy;

AND THAT this resolution and a copy of the letter to the Minister be circulated to all Timiskaming Heads of Council, Members of Provincial Parliament, the Association of Municipalities of Ontario (AMO) and the Federation of Northern Ontario Municipalities (FONOM).

Carried: *DR JCH*



Resolution of Council

November 11, 2020

Session No.
2020

11

Moved by Councillor Fricker

Seconded by Councillor Beeley

THAT the Council of the Corporation of the Township of Evanturel supports the concerns of the District of Timiskaming Social Services Board (DTSSAB) as to the loss of revenue resulting from the 2021 Rent Freeze under the *Helping Tenants and Small Businesses Act, 2020*; and its request to the Ministry of Municipal Affairs and Housing for funding to offset this revenue loss which will result in a higher levy in 2021 to the Municipalities in the District of Temiskaming;

AND FURTHER that this resolution of support be sent to AMO; FONOM; OMSSA; John Vanthof MPP Timiskaming-Cochrane and the 23 Municipalities in the District of Temiskaming.

Carried 

DIVISION VOTE

YEAS	NAME OF MEMBER OF COUNCIL	NAYS
	BARBARA BEACHEY, COUNCILLOR	
	MIKE FRICKER, COUNCILLOR	
	HENRI GRAVEL, COUNCILLOR	
	ROBBIE MACPHERSON, COUNCILLOR	
	DEREK MUNDLE, REEVE	
	TOTALS	

Declaration of Pecuniary Interest – Report to Council TWP2019-05 – Form A – Reeve Mundle ____; Councillor ____

Certified to be a true copy of Resolution No. 11 of the Corporation of the Township of Evanturel
passed in open Council on the 11th day of November, 2020.

Virginia Montminy – Clerk
Township of Evanturel



44816 Harriston Road, RR 1, Gorrie On N0G 1X0
Tel: 519-335-3208 ext 2 Fax: 519-335-6208
www.howick.ca

November 19, 2020

The Honourable Ernie Hardeman
Minister of Agriculture, Food and Rural Affairs

By email only minister.omafra@ontario.ca

Dear Mr. Hardeman:

Please be advised that the following resolution was passed at the November 17, 2020 Howick Council meeting:

Moved by Councillor Gibson; Seconded by Deputy Reeve Bowman:

Whereas; installing tile drainage is a common land improvement practice among farmers in Ontario and the benefits of tile drainage for crop productivity, farm efficiency and even for reducing environmental impacts have been studied and are generally well known to farmers; and

Whereas; the Tile Loan Program, authorized by the Tile Drainage Act, provides loans to agricultural property owners to help them finance these tile drainage projects; all tile loans have 10-year terms and repayments are made annually; and

Whereas; the provincial government sets the program interest rate at a competitive level which was reduced from 8% to 6% in the fall of 2004 and the loan limit was also increased from \$20,000.00 to \$50,000.00 at the same time; and
Whereas; interest rates have continued to decline over the years and the cost per acre for tile drainage has increased over the years;

Now therefore; be it resolved that Council request the Ontario Ministry of Agriculture, Food and Rural Affairs to consider lowering the interest rate on Tile Drain Loans to 4% and increasing the yearly loan limit to \$100,000; and that this resolution be forwarded to Ontario Ministry of Agriculture, Food and Rural Affairs; MPP Huron Bruce Lisa Thompson; AMO; Land Improvement Contractors of Ontario and Drainage Superintendents of Ontario Association. Carried.

Resolution No. 276/20

If you require any further information, please contact this office, thank you.

Yours truly,

Carol Watson

Carol Watson, Clerk
Township of Howick

cc MPP Perth Wellington Randy Pettapiece
ROMA

Corporation of the Township of Essa
5786 County Road 21
Utopia, Ontario
L0M 1T0



Telephone: (705) 424-9917
Fax: (705) 424-2367
Web Site: www.essatownship.on.ca

November 19, 2020

Nottawasaga Valley Conservation Authority
8195 8th Line
Utopia, ON
L0M 1T0

Sent by email

Attention: Doug Hevenor, Chief Administrative Officer NVCA
Keith White, NVCA Board Chair
Marlane McLeod, NVCA Vice Chair

Re: Township of Essa Council Resolution No. CR204-2020
Bill 229 "Protect, Support and Recover from COVID19 Act – Schedule 6 –
Conservation Authorities Act"

Please be advised that at its meeting of November 18, 2020, Council of the Township of Essa received a copy of information in relation to Bill 229 in addition to a verbal report from the NVCA Board Chair on the impacts to Conservation Authorities and the trickle effect to municipalities and citizens in Ontario should the Bill pass

As a result of the discussions, Council of the Township of Essa passed the following Resolution:

Resolution No: CR204-2020 Moved by: White Seconded by: Sander

WHEREAS the Province has introduced Bill 229, Protect, Support and Recover from COVID 19 Act - Schedule 6 – Conservation Authorities Act; and

WHEREAS the Legislation introduces a number of changes and new sections that could remove and/or significantly hinder the conservation authorities' role in regulating development, permit appeal process and engaging in review and appeal of planning applications; and

WHEREAS we rely on the watershed expertise provided by local conservation authorities to protect residents, property and local natural resources on a watershed basis by regulating development and engaging in reviews of applications submitted under the Planning Act; and

WHEREAS the changes allow the Minister to make decisions without conservation authority watershed data and expertise; and

WHEREAS the Legislation suggests that the Minister will have the ability to establish standards and requirements for non-mandatory programs which are negotiated between the conservation authorities and municipalities to meet local watershed needs; and

WHEREAS municipalities believe that the appointment of municipal representatives on Conservation Authority Boards should be a municipal decision, and the Chair and Vice Chair of the Conservation Authority Board should be duly elected; and

WHEREAS the changes to the 'Duty of Members' contradicts the fiduciary duty of a Conservation Authority Board member to represent the best interests of the conservation authority and its responsibility to the watershed; and

WHEREAS conservation authorities have already been working with the Province, development sector and municipalities to streamline and speed up permitting and planning approvals through Conservation Ontario's Client Service and Streamlining Initiative; and

WHEREAS changes to the legislation will create more red tape and costs for the conservation authorities, and their municipal partners, and potentially result in delays in the development approval process; and

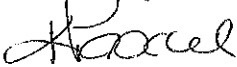
WHEREAS municipalities value and rely on the natural habitats and water resources within our jurisdiction for the health and well-being of residents; municipalities value the conservation authorities' work to prevent and manage the impacts of flooding and other natural hazards; and municipalities value the conservation authority's work to ensure safe drinking water;

NOW THEREFORE BE IT RESOLVED:

- *THAT the Province of Ontario repeal Schedule 6 of the Budget Measures Act (Bill 229)*
- *THAT the Province continue to work with conservation authorities to find workable solutions to reduce red tape and create conditions for growth*
- *THAT the Province respect the current conservation authority and municipal relationships; and*
- *THAT the Province embrace their long-standing partnership with the conservation authorities and provide them with the tools and financial resources they need to effectively implement their watershed management role.*

----Carried----

Sincerely,



per; Lisa Lehr, CMO
Clerk

cc. Conservation Ontario – Kim Gavine, General Manager
Conservation Ontario – Wayne Emmerson, Chair
Honourable Doug Ford, Premier of Ontario
Honourable Rod Phillips, Minister of Finance
Honourable Jeff Yurek, Minister of Environment, Conservation and Parks
Honourable John Yakabuski, Minister of Natural Resources and Forestry
Honourable Steve Clark, Minister of Municipal Affairs and Housing



To: Mayor and Council

From: Bryan Smith, President Gravel Watch

I am writing you knowing that you work hard in your community for the betterment of residents, both as their local representatives and as members of larger associations, including the Association of Municipalities of Ontario. You live in a time of multiple crises – a public health crisis, an economic crisis, a mental health crisis, an addiction crisis, a crisis in community belonging, and a potential crisis in food production and distribution. I do not envy you your position. In fact, I wish you strength, individually and collectively.

Gravel Watch is, like you, concerned with these. We have moved to electronic meetings to avoid the spread of germs. We offer a view of conservation of resources as a solution to economic dislocation. We propose helpful and hopeful solutions to our members and others. We sympathize with those addicted and those affected by it. We unite community groups. We see that the rampant destruction of agricultural lands in Ontario will exacerbate the disruptions of food chains to be expected this winter.

The core of our work, however, is with community groups facing aggregate extraction or living with the impacts of pits and quarries on them. To them we offer advice, mentorship and fellow feeling. We know they often come to you with questions. That is normal and good. On the other hand, we extend our offer of help to any individuals or groups who have concerns about aggregate extraction. You can shift some of your burden of working with community groups to us. We would be pleased to assist.

Further, we know that municipalities are being stripped of their right to vertical zoning under new regulations in the Aggregate Resources Act. We think that is

wrong because it puts municipalities and water sources in danger. You are legally responsible for source water protection, yet below-the-water-table pits and quarries can be vectors for biological and chemical toxicants into drinking water. The MNRF's "Pits and Quarries Online" shows just how frequent it is that aggregate extraction happens perilously close or below the water table. Similarly, when extraction is complete, municipalities lose land and as a result lose tax base. We believe that you and Gravel Watch would be wise to ask the Province to enforce a regulation which forbids any extraction below the water table. We would like to work with you on that.

All communities are dependent on food for their survival. In much of Ontario, prime farmland is disappearing. Research being done jointly by Gravel Watch, the National Farmers Union and McMaster University will access data and make it available to you about the danger to food sustainability if pits and quarries and other uses replace Ontario's best fertile land. Like the disappearance of land to water features where the taxes never come back, the loss of land to "interim use" which can extend for decades means soil fertility is irrevocably lost. This is not good for residents hungry for fresh, local, healthy food.

Gravel Watch believes that the Ontario government needs to consult municipalities and communities more broadly to develop and implement regulations which will evaluate and rationalize the supply and demand equation for stone, sand, and gravel. Those regulations need to be applied consistently and clearly; lack of clarity is currently costing municipalities and communities while exposing inconsistencies in the application of rule of law. Rehabilitation of dormant, and abandoned pits to their best possible uses is a promise made at licencing. You see little of it done, and this not just because berms block the view. This too takes land out of available stocks. Finally, Gravel Watch is of the view that the Province needs to be more responsive and more responsible to residents, communities and the municipalities which represent them.

Gravel Watch invites you to do the following:

- Refer community groups to us when they seek information about aggregate extraction. We would be glad to assist them and lighten your load.

- Consider the success of the “demand the right coalition” of municipalities on environmental issues and emulate their work in the interest of your community.
- Invite us, as did the Top Aggregate Producing Municipalities at their recent meeting, to lay out for you some of the joint projects that you, we and our constituent groups can work on together and to share boots-on-the-ground as well as scientific knowledge. That could be collectively or for your specific council
- Build trust between community groups and municipal officials like yourselves who are carrying increasing burdens.

Thank you. Stay healthy.

www.gravelwatch.org

info@gravelwatch.org

ph: 289 270 7535

Memo

To: Mayor and Council
From: Shelly Zubych, Director of Corporate Services
Date: December 15, 2020
Subject: CUPE Local 5014 Collective Agreement
Attachments: Draft By-law CUPE Local 5014 Collective Agreement (**Please refer to By-law No. 2020-125**)

Mayor and Council:

On November 26th and 27th representatives from Management and CUPE Local 5014 met to negotiate the terms of the Collective Agreement.

On December 1st, 2020, CUPE Local 5014 ratified the negotiated agreed to terms.

Council also met in Closed Session on December 1st, 2020 and directed staff to prepare the necessary By-law to enter into a three-year Collective Agreement with CUPE Local 5014.

A By-law for Council's consideration will be presented during the By-law section of tonight's Regular Meeting of Council.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubych
Director of Corporate Services

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: December 15, 2020
Subject: Appointments to Committees and Boards of Council
Attachments: Draft By-law to amend By-law No. 2019-018
(Please refer to By-law No. 2020-126)

Mayor and Council:

At the January 8, 2019, regular meeting of Council, Council adopted By-law No. 2019-018, being a by-law to appoint community representatives to various Committees and Boards for the 2019-2022 Term of Council, and was subsequently amended by By-Law Numbers 2019-043, 2019-097-2019-135 and 2020-005.

Staff undertook a year-end review to ensure the Committee Appointments were current, and the following amendments to Schedule A of the above-mentioned by-law are recommended for Council consideration.

The summary of changes are listed below, and the new additions are outlined in **bold**:

Board/ Committee	Current Member(s) Appointed	Proposed Member(s) Appointed
Age Friendly	Irene Chitaroni Lorna Desmarais Jan Edwards Mike Fila Jessy Genier Karli Hawken Janice Labonte Ghislain Lambert Judy Lee Darlene Lemay	Lorna Desmarais Jan Edwards Mike Fila Suzanne Fournier Karli Hawken Janice Labonte Ghislain Lambert Judy Lee Darlene Lemay
New Liskeard Business Improvement Area (BIA) – Board of Management	Penny Durrant Angela Hunter Michele Lamoureux Sean Mackey Andy Ringuette	Louise Briere Penny Durrant Angela Hunter Michele Lamoureux Pascal Payette
Public Library Board	Donald Bisson	Claire Hendrikx

	Claire Hendriks Jamie Lindsay Brenda Morissette Anna Turner Brigid Wilkinson	Jamie Lindsay Thomas McLean Brenda Morissette Emily Smith Brigid Wilkinson
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Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Logan Belanger
Municipal Clerk

Shelly Zubyck
Director of Corporate
Services

Christopher W. Oslund
City Manager

Subject: ZBA –2020-02: 333 Rorke Ave.

Report No.: CS-049-2020

Agenda Date: December 15, 2020

Attachments

Appendix 01: Planning Report

Appendix 02: Public Notice

Appendix 03: Draft By-law to amend Zoning By-law No. 2017-154 (**Please refer to By-law No. 2020-124**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-049-2020;
2. That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154 to permit to zone change from Community Facilities (CF) to High Density Residential Exception 19 (R4-19);
3. That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154 for consideration at the December 15, 2020 Regular Council Meeting.

Background

The applicant, 2718059 Ontario Inc. submitted an application on November 3, 2020 to rezone 333 Rorke Avenue from Community Facilities (CF) to High Density Residential Exception 19 (R4-19) to permit the conversion of the existing former public school into apartment dwellings. While the R4 Zone currently permits apartment dwellings, the applicant requires an increase in the maximum building height from 12 metres (m) to 13.5m, and a reduced southerly exterior side yard setback from 7.5m to 0.4m.

Analysis

Staff have reviewed information regarding this amendment and no comments or concerns were received from any department.

The public meeting was held on December 1, 2020. No comments have been received.

The planning report attached as Appendix 01 provides information regarding the application within the policy framework.

It is the opinion of the undersigned that the proposed Zoning By-law Amendment is consistent with the Provincial Policy Statement (2014), does not conflict with the Northern

Ontario Growth Plan, complies with the City of Temiskaming Shores Official Plan, and represents good planning. It is recommended that Council adopt the proposed Zoning By-law amendment.

Financial / Staffing Implications

This item has been approved in the current budget: Yes ☐ No ☐ N/A ☒

This item is within the approved budget amount: Yes ☐ No ☐ N/A ☒

Staffing implications related to this matter are limited to normal administrative functions and duties.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubych
Director of Corporate Services

Christopher W. Oslund
City Manager



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Planning Report

Zoning By-Law Amendment

333 Rorke Avenue (Haileybury Public School), New Liskeard

City of Temiskaming Shores

November 26, 2020

Subject Land

333 Rorke Avenue (Haileybury Public School), PLC 18550 SEC SST; LT 336-357 PL M73NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING.

Background and Purpose of the Zoning By-Law Amendment

The applicant, 2718059 Ontario Inc., seeks to rezone the subject property from Community Facilities (CF) Zone to High Density Residential Exception (R4-19) Zone to permit the conversion of the existing public school into apartment dwellings. While the R4 Zone currently permits apartment dwellings, the applicant requires an increase in the maximum building height from 12 metres (m) to 13.5 m, and a reduced southerly exterior side yard setback from 7.5m to 0.4m.

The subject property is currently designated “Residential Neighbourhood” as per Official Plan Schedule ‘D’ – Haileybury. The lands are on full municipal services and bounded by municipally owned and maintained roads on all sides. The approximate area of the lot is 1.02 hectares (ha), with approximately 67 m of frontage along Rorke Avenue. The property comprises an entire block and also has frontage on Cecil Street, Russell Street and Georgina Avenue.

The applicant has indicated that no new buildings will be constructed as a part of this development proposal. The applicant further explains that re-purposing the existing school for apartment dwelling purposes will be consistent with provincial policies and conform to the general intent of the Official Plan for the following reasons:

- The application supports residential intensification and the conversion of an underutilized building;
- The application will provide additional housing at a higher density in a settlement area and will make use of existing services; and
- The proposed development supports a portion of the Official Plan objective to increase the number of housing units in Haileybury by 500 before 2031, with 15-20% being high density.

This Amendment is being recommended to council for approval given that is consistent with the Provincial Policy Statement (2020) and conforms to the City of Temiskaming Shores Official Plan.

Statutory Public Notice

Notice of the public hearing was advertised in the Temiskaming Speaker on November 11th, 2020 in accordance with the statutory notice requirements of the Planning Act. The Public Hearing was held on December 1st, 2020.

Site Analysis

The subject property consists of institutional lands located at the corner of Rorke Avenue and Russell Street in the settlement area of Haileybury.

The subject property has an area of approximately 1.02 hectares (ha), which includes a decommissioned institutional building (Haileybury Public School) and adequate open and green space. The lands were sold and transferred to 2718059 Ontario Inc. in September 30th, 2019. The school building has since been vacated.

There are no known previous planning applications relating to the subject property. The applicant has also indicated that there are no easements or restrictive covenants affecting the subject property.

Servicing

The subject property is on full municipal services, including piped water and sewage. Stormwater drainage via storm sewers is proposed for the subject property.

Access

The subject property is bounded by municipally owned and maintained roads on all sides. The subject property has approximately 67m of frontage along Rorke Avenue, which is the easterly property line that provides primary access to the site and has the shortest distance along a public road. The westerly property line is approximately 67 m along Georgina Avenue. The northerly property line is approximately 152 m along Russell Street and the southerly property line is the same distance along Cecil Street.

Adjacent Land Uses

The character of the surrounding area is predominantly residential with some open and green spaces. The adjacent land uses can be described as follows:

North: Public Road, Medium Density Residential (R3) Zone (Single Detached Dwellings)

South: Public Road, Medium Density Residential (R3) Zone (Single Detached Dwellings)

East: Public Road, Medium Density Residential (R3) Zone (Single Detached Dwellings)

West: Public Road, Medium Density Residential (R3) Zone (Single Detached Dwellings)

The subject property is located 425 m from Lake Timiskaming, 285 m from the Haileybury Industrial Park, and 100 m from an active railway line. Official Plan Policies that guide development in proximity to these features need be assessed for the purposes of this Zoning By-Law Amendment.

Planning Analysis

Provincial Policy Statement (2020)

The Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. The PPS provides for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural and built environment.

The subject property is located within a Settlement Area and is subject to the following PPS policies:

- **Section 1.1 (Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns);**

1.1.1 Healthy, liveable and safe communities are sustained by:

a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;

b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;

- **Section 1.1.3 (Settlement Areas);**

1.1.3.1 *Settlement areas* shall be the focus of growth and development.

1.1.3.2 Land use patterns within *settlement areas* shall be based on densities and a mix of land uses which:

a) efficiently use land and resources;

1.1.3.4 Appropriate development standards should be promoted which facilitate *intensification*, *redevelopment* and compact form, while avoiding or mitigating risks to public health and safety.

- **Section 1.4 (Housing);**

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

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

Upper-tier and single-tier municipalities may choose to maintain land with servicing capacity sufficient to provide at least a five-year supply of residential units available through lands suitably zoned to facilitate *residential intensification* and *redevelopment*, and land in draft approved and registered plans.

1.4.3 Planning authorities shall provide for an appropriate range and mix of *housing options* and densities to meet projected market-based and affordable housing needs of current and future residents of the *regional market area* by:

b) permitting and facilitating:

1. all *housing options* required to meet the social, health, economic and well-being requirements of current and future residents, including *special needs* requirements and needs arising from demographic changes and employment opportunities; and
2. all types of ***residential intensification***, including additional residential units, and *redevelopment* in accordance with policy 1.1.3.3;

c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs;

d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed;

Residential intensification: means intensification of a property, site or area which results in a net increase in residential units or accommodation and includes:

e) the conversion or expansion of existing industrial, commercial and institutional buildings for residential use;

- **Section 1.6.6 (Sewage, Water and Stormwater).**

1.6.6.2 *Municipal sewage services* and *municipal water services* are the preferred form of servicing for *settlement areas* to support protection of the environment and minimize potential risks to human health and safety. Within *settlement areas* with existing *municipal sewage services* and *municipal water*

services, intensification and redevelopment shall be promoted wherever feasible to optimize the use of the services.

The proposed development represents residential intensification that is supported by the PPS in that it is a conversion of an existing former institutional use to supply a net increase in residential units on the property. The proposed development is located within the Settlement Area of Haileybury, which is meant to be the focus of growth and development, and will utilize existing municipal water and sewer services. The application is consistent with the PPS.

Growth Plan for Northern Ontario

A review of the Growth Plan for Northern Ontario confirms that the proposed Amendment does not conflict with the Growth Plan.

City of Temiskaming Shores Official Plan

The subject property is located in the Settlement Area of Haileybury and designated Residential Neighborhood in the City of Temiskaming Shores Official Plan.

The City's Official Plan provides the following policies related to this application:

- **Section 3 Housing and Growth Management**

- **3.1 Introduction**

Housing is a fundamental requirement of any community. Housing types, densities, affordability, location and accessibility are all factors to consider in planning for a community's housing needs.

- **3.2 Goal Statement**

To provide for an appropriate range of housing types and densities which will meet the projected housing needs of the community.

- **3.5 Targets**

The intent of the Official Plan is to provide an adequate supply of land to accommodate an appropriate range and mix of employment opportunities, and a range of housing types and densities designed to meet the City's population, housing and employment projections. The following targets and range of permitted uses are illustrated as part the policy direction of the Plan:

- Haileybury - 25%/700 units
- Haileybury – High Density 15-20% (i.e. 105-140 units)

- **3.6 Affordable Housing**

The City will achieve the targets for the development of housing that is affordable to low and moderate income households through:

3. Facilitating residential intensification.

7. The adaptive re-use of vacant commercial and institutional buildings is encouraged to promote affordable housing.

- **3.7 Residential Intensification**

The City will achieve the targets established for residential intensification within the settlement areas through one or more of the following measures

4. Conversion of or expansion of existing industrial, commercial and institutional buildings outside of employment areas.

8. Residential Intensification shall consider the principles for urban design (see Section 4.9). Proposals for intensification should not cause unacceptable impacts on existing development. Consideration will be given to consistency in building height, building scale, housing densities, building set-backs, integration with the existing streetscape, traffic impacts, privacy in the use of adjacent properties, buffering, adequacy of infrastructure, off-street parking supply, availability of community facilities and preservation of heritage attributes.

9. Site Plan control may be used for residential intensification projects notably with respect to the protection of private amenity spaces, providing off-street parking, buffering and landscaping. The City may also consider the need for shadow studies, sight line drawings, roof profiles and pitches and building materials.

- **3.11 Settlement Areas**

The Settlement Areas of Temiskaming Shores are to be the focus of residential and employment growth. Settlement Areas will be developed on the principles of:

1. A compact form which promotes contiguous and phased development.
2. Residential intensification.
3. Redevelopment including brownfield sites.
4. Available infrastructure.
5. Available and adequate public service facilities.
6. Sustainable and energy efficient development.
7. Land use compatibility.

- **4.5 Residential Neighborhoods**

1. The scope of permitted land uses may include low, medium and high density housing types; ...
5. All uses will be appropriately zoned. Residential uses, intensification projects, public services facilities and commercial uses may be subject to site plan control.

- **4.9 Urban Design Principles**

1. Good urban design seeks to create a safe, functional and attractive built environment. The City is committed to achieving a high standard of urban design through applying the following urban design principles in the review and approval of development applications:

8. Ensure compatible design:

- a. Ensure that the design of medium and high density residential uses is architecturally compatible with surrounding lower density housing (e.g. conserve privacy of adjacent back yards, avoid sun shadow, provide reasonable transition in building heights);

11. Site Design:

- a. Provide barrier-free access from buildings to sidewalks through dedicated pathways or sidewalks;
- b. Locate parking areas in close proximity to building entrances. However, parking areas shall generally be located to the side or rear of buildings;

- **5.4 Water, Wastewater and Stormwater**

2. All development applications will be evaluated to determine whether the City water, wastewater and storm water services adequate servicing capacity to support the proposed development (see also Wellhead and Intake Protection Zones). Proponents will be required to undertake an assessment of the reserve capacity for municipal sewage and water services as part of the evaluation. Development will not be approved where the servicing capacity is insufficient.

4. Stormwater facilities will be designed and constructed using best management practices

- **5.6 Transportation**

2. City Roads

- a. The City's road network consists of arterial, collector and local streets. Arterial roads are designed to carry the greatest volumes of traffic over the longest distances, to ensure the efficient movement of people and goods. Direct access from adjacent properties will be permitted where such access will not introduce traffic safety or capacity concerns.
- c. Local roads function within neighbourhoods and distribute traffic from the arterial and collector system to individual properties, typically over short distances.
- d. The City will control access, parking, truck routes and traffic signalization as measures to ensure efficient movement of traffic, transit and pedestrians and cyclists. Traffic management studies may be required for development to assess traffic impacts and needed improvements (e.g. road widening, taper lanes, intersection improvements, traffic calming, signalization, crosswalks, and noise/vibration).

Rezoning the lands from Community Facilities to High Density Residential Exception 19 (R4-19) in order to permit the conversion of the former public school into apartment dwellings, supports the City's goal to promote affordable housing and residential intensification in the settlement areas. Further, the proposed development supports the target of 15-20% of the 700 units (i.e. 105-140 units) planned for Haileybury to be high density.

The Plan provides that Residential Intensification shall consider the principles for urban design, and while the built form is compatible with the neighbourhood, as it is already in existence, the site details of parking, lighting, landscaping, servicing, etc. will require more detailed review during the Site Plan process. The proposed development is subject to Site Plan Control.

Once the number of units are confirmed, the City can further review servicing capacity during Site Plan, though it is noted at this stage that residential development typically has a smaller water/wastewater demand than educational institutions. Similarly, the parking area, access, and traffic impacts can be assessed during Site Plan. As such, additional studies and/or infrastructure improvements may be identified and required through the Site Plan process.

The proposed development represents residential intensification in the Settlement Area of Haileybury, using an existing building and existing municipal infrastructure, and will be subject to Site Plan Control to further review parking, lighting, landscaping, servicing. As such the proposal conforms to the City's Official Plan.

City of Temiskaming Shores Zoning By-law 2017-154

The subject property is zoned Community Facilities (CF) Zone as per schedule 'J4' of the City of Temiskaming Shores Zoning By-law.

The CF Zone only permits a residential unit as an accessory use to the primary CF use on the property. To permit the proposed apartment complex a site-specific zoning by-law amendment to rezone the subject property from CF to High Density Residential Exception (R4-19) Zone is being sought. The R4 Zone permits buildings of 5 dwellings units and over.

Table 1 below provides the lot requirements for properties zoned R4, as per Section 6.3 of the Zoning By-Law:

Table 1: R4 Zone Requirements (Section 6.3 of the Zoning By-law)

Provision	Zoning By-law	Subject Property	Compliance
Minimum Lot Area	1,100 m ²	10,155m ²	✓
Minimum Lot Frontage	30 m	66.85m	✓
Maximum Lot Coverage	40%	<40%	✓
Maximum Lot Coverage for accessory buildings	15%	No building	✓
Minimum Front Yard	6m	7.4m	✓
Minimum Interior Side Yard	6m	n/a	✓
Minimum Exterior Side Yard	7.5m	0.4m (south)	x
		19.9m (north)	✓
Minimum Rear Yard	7.5m	96.2m	✓
Maximum Building Height	12m	13.5m	x
Maximum Number of Dwelling Units	1 for each 120sqm lot area = 84 units	TBD	TBD
Minimum Landscaped Open Space (%)	35%	>35%	✓

As the existing building does not meet all zoning provisions for the R4 zone, site specific exceptions are needed. The exceptions will recognize the increase to the maximum building height from 12 m to 13.5 m and a reduction to the minimum southerly exterior side yard setback from 7.5 m to 0.4 m. No information was provided for the proposed number of dwelling units, but as per the Zoning by-law, based on the site area, a maximum of 84 units would be permitted.

Section 4.8.4 requires a minimum 1.5 m landscaped buffer along the outer perimeter of a parking area with 10 or more spaces in the R4 zone. As per Table 5.1, 1 parking space per dwelling unit is required. The application did not contain further details for the number of proposed units and parking area. Compliance with these zoning requirements will be further confirmed at Site Plan.

Site Plan Control By-law No. 2018-097

The subject property is subject to Site Plan Control, as per the City's Site Plan Control By-law which designates the entire City, and more specifically residential buildings with 4 or more units, as subject to Site Plan Control.

The proposed conversion of the public school to apartment dwellings will be subject to site plan control.

Comments Received from the Agency Circulation and Public Meeting

Agency Comments:

- To date no agency comments have been received.

Public Comments:

- To date no comments have been received from the public.

Conclusion

The proposed Zoning By-Law Amendment will rezone the subject lands from Community Facilities (CF) to High-Density Residential Exception 19 (R4-19) in order to permit the conversion of the existing public school into apartment dwellings, to increase the maximum building height from 12 m to 13.5 m, and to reduce the southerly exterior side yard setback from 7.5 m to 0.4 m to account for the existing building.

For reasons previously discussed in this report, the proposed Amendment is appropriate because:

- ✓ The proposed use of the land for high-density residential purposes is supported by the PPS and the City of Temiskaming Shores Official Plan and will assist in meeting the City's high-density housing targets in Haileybury;
- ✓ The proposed development will re-use a former institutional building for residential intensification supported by the PPS and OP;
- ✓ The proposed development will utilize existing infrastructure and confirmation of servicing will be provided at Site Plan;
- ✓ The existing built form and proposed conversion is compatible with the residential neighbourhood; and
- ✓ Site details such as parking, lighting, landscaping, etc. will be provided at Site Plan to conform to the City's Urban Design policies.

As identified in this report, the proposed development will be subject to Site Plan Control.

Recommendation

Based on the information presented in this report, the proposed Zoning By-law amendment is consistent with the Provincial Policy Statement, does not conflict with the Northern Ontario Growth Plan, conforms with the City of Temiskaming Shores Official Plan and represents good planning.

It is therefore recommended that Council approve the Zoning By-law Amendment.

Respectfully submitted by,

Sarah Vereault, MCIP, RPP
Planner

Application for Zoning By-law Amendment

Notice of Complete Application And Notice of Statutory Public Hearing

Under Section 34 of the Planning Act, R.S.O. 1990 c.P.13

The City of Temiskaming Shores has received the following application to amend the City of Temiskaming Shores Zoning By-law:

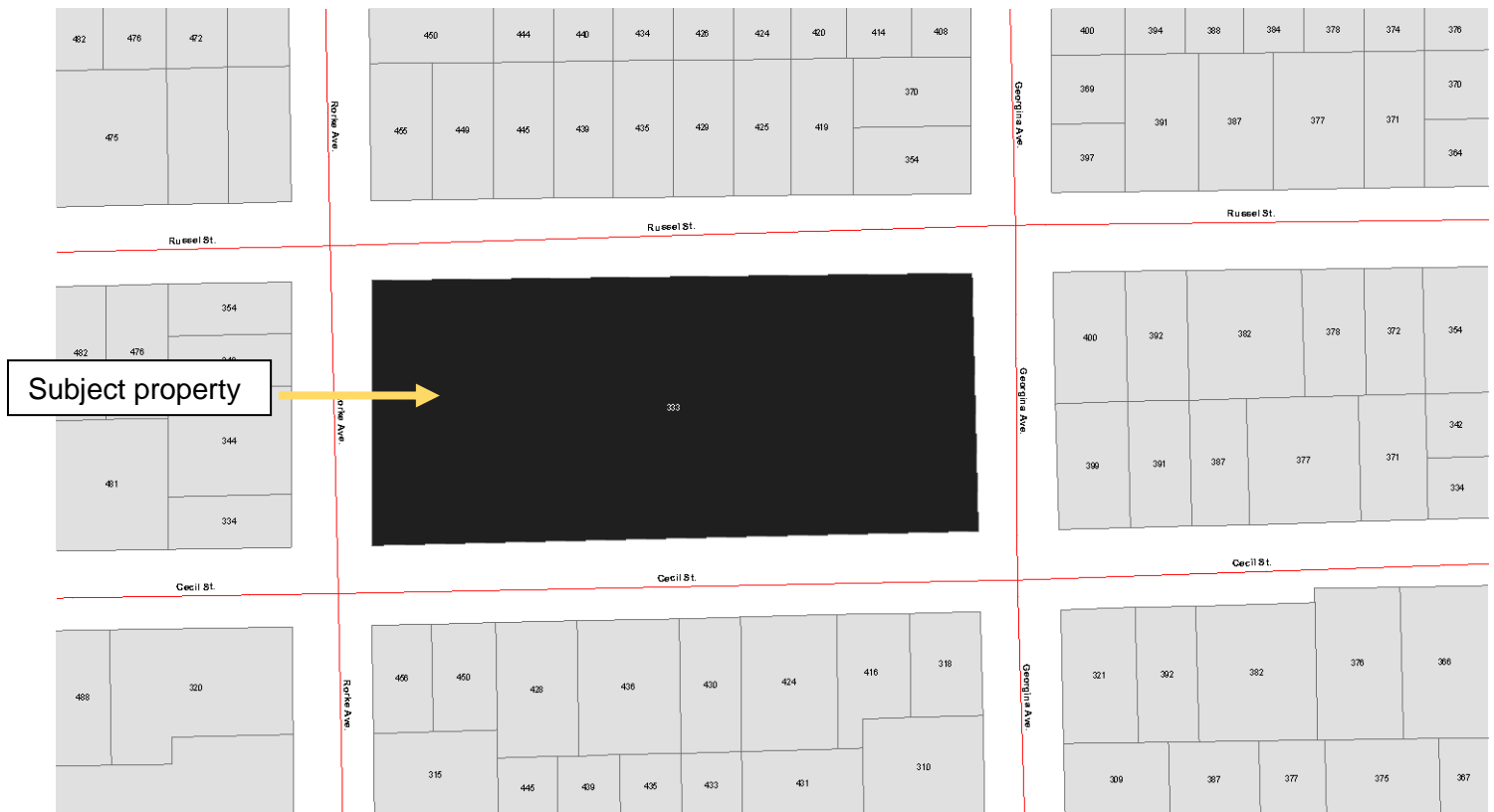
File #: ZBA-2020-03
Agent: Steve Roland, Sharp Rock Developments
Owner: 2718059 Ontario Inc.
Property: 333 Rorke Avenue in Haileybury (PLAN M73NB LOTS 336 TO 357 PCL 18550SST)

A public hearing will be held to consider the Zoning By-law Amendment application:

Date: Tuesday, December 1st, 2020
Time: 6:00 p.m.
Place: Council Chambers at City Hall, 325 Farr Drive, Haileybury

The application proposes to rezone the subject land from **Community Facility (CF)** to **High Density Residential Exception (R4-#)** to permit the construction of a residential building on the property. Additional site-specific exceptions may be required.

The property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan.



For more information about this matter, including information about preserving your appeal rights, contact the undersigned.

Dated this 13th, day of November 2020.

Shelly Zubych
Director of Corporate Services
City of Temiskaming Shores
325 Farr Drive
PO Box 2050
Haileybury, ON P0J 1K0
Tel: 705-672-3363 ext. 4107
Fax: 705-672-2911
szubych@temiskamingshores.ca

Subject: Former Library Buildings
Disposition

Report No.: CS-050-2020

Agenda Date: December 15, 2020

Attachments

Appendix 01: CS-RFT-002-2020 Opening Summary

Appendix 02: Draft By-law Agreement with Woodland Heritage Northeast Ltd.
(Please refer to By-law No. 2020-127)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-050-2020;
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Woodland Heritage Northeast Ltd. to authorize the Sale of Land being 50 Whitewood Avenue (PLAN M22NB PT LOT 29 TO 30 PCL 1487NND) in the amount of \$275,000 plus taxes (if applicable) with a closing date of March 1, 2021 for consideration at the December 15, 2020 Regular Council meeting; and
3. That Council delegates authority to the Municipal Clerk for the purposes of negotiation and decision making on the presentation of offers resulting from the real estate listing of the former Haileybury Branch Library building located at 545 Lakeshore Road.

Background

Following an extensive review of the Library Services within the City of Temiskaming Shores, including the consolidation of library services into one fully-accessible facility, while offering satellite services at the Northern College Haileybury Campus, Council considered public comments and feedback related to the proposed disposition of the former New Liskeard and Haileybury Library buildings. These public meetings occurred virtually on May 19, 2020, and on June 2, 2020.

Disposition options and public feedback were reviewed at the Corporate Services Committee meeting on July 8, 2020. The Committee recommended the disposition of the properties by public tender to determine fair market value (i.e. Recommendation No. CS-2020-035).

At the August 11, 2020 Regular meeting, Council received Administrative Report No. CS-031-2020, and adopted Resolution No. 2020-399 directing staff to prepare two Request

for Tenders for the disposition of the subject properties. At the September 15, 2020, regular meeting, Councillor Hewitt requested a notice of motion to request reconsideration of the above-noted Council resolution (No. 2020-399), regarding the disposition of the former New Liskeard Library building at the October 6, 2020 regular meeting. The Notice of Motion was presented and was subsequently defeated.

On September 8, 2020, the Corporate Services Committee reviewed and approved the opinions of value for each building to establish a minimum tender value for each property, (Recommendation No. CS-2020-047). The Committee's recommendation was presented to Council in Memo No. 017-2020-CS at the October 20, 2020 regular meeting. Following which, Council adopted Resolution No. 2020-490 to direct staff to release two Request for Tender documents: one for the former New Liskeard Library building, located at 50 Whitewood Avenue, with a minimum tender amount of \$200,000; and one for the former Haileybury Library building, located at 545 Lakeshores Road, with a minimum tender amount of \$100,000.

Analysis

Tender documents for both the former New Liskeard and Haileybury Library buildings were published on the City's Website, and notice was posted in the City Bulletin found in the Temiskaming Speaker and Weekender, as well as on the City's social media platforms. Those who contacted the Clerk, received the tender documents via email.

The tenders were published for four consecutive weeks, and closed on November 25, 2020, at 2:30 p.m. No bids were received for the building located at 545 Lakeshore Road in Haileybury, and one (1) bid submission was received by the closing date, for the building located at 50 Whitewood Avenue (Appendix 01):

Bidder	Total Tender Amount (\$)
Woodland Heritage Northeast Ltd.	275,000

The tender was analysed for errors and/or omissions and was found to be correct and complete.

The results of the tender openings were presented to the Corporate Services Committee on December 2, 2020, and the following recommendations were adopted:

Recommendation

Moved by: Mayor Carman Kidd

Be it resolved that the Corporate Services Committee hereby recommends accepting the offer from Woodland Heritage in the amount of \$275,000 for the former New Liskeard Library Building (50 Whitewood Avenue).

Carried

Recommendation

Moved by: Councillor Danny Whalen

Be it resolved that the Corporate Services Committee hereby recommends selling the former Haileybury library building (545 Lakeshore Road), by using a real estate agent.

Carried

To ensure timely decisions and to satisfy timelines of the real estate process, staff recommends the delegation of authority for the purposes of negotiation and decision making, when offers are presented related to the sale of 545 Lakeshore Road. The Municipal Clerk, in consultation with the City Manager, would have the authority to negotiate and accept an offer. As such, the Corporate Services Committee adopted the following recommendation:

Recommendation

Moved by: Mayor Carman Kidd

Be it resolved that the Corporate Services Committee hereby supports the delegation of authority to the Municipal Clerk for the purpose of negotiating and decision making on offers submitted for the former Haileybury Library building (545 Lakeshore Road).

Carried

Any exercise of delegated authority would be reported to Council, and the by-law to authorize entering into a purchase and sale agreement with the successful purchaser would be presented to Council for approval.

As previously reported, the purchase and sale agreement for the New Liskeard Branch Library would exclude the cenotaph lands, through a defined legal description, and the water fountain located on the exterior of the building (North wall), in memory of Dr. J.D. McNaughton. In consultation with the McNaughton family and a representative of Woodland Heritage Northeast Ltd., the fixture would remain in the ownership of the Corporation of the City of Temiskaming Shores and would remain on the building. The fountain may be removed at a future date, by providing two weeks' notice, and at the cost of the City.

The closing date for the sale of the former New Liskeard Branch Library is March 1, 2021.

Relevant Policy / Legislation / City By-Law

- Land Disposition By-law No. 2015-160.

Consultation / Communication

- Distribution of Request for Tender Documents, including associated notices:
 - CS-RFT-002-2020 Sale of Land by Public Tender – 50 Whitewood Avenue
 - CS-RFT-003-2020 Sale of Land by Public Tender – 545 Lakeshore Road
- Consultation with Corporate Services Committee and Council throughout the disposition process.

Financial / Staffing Implications

This item has been approved in the current budget: Yes ☐ No ☐ N/A ☒

This item is within the approved budget amount: Yes ☐ No ☐ N/A ☒

Currently, the subject lands are both exempt from property taxation. The sale would revert the property into a taxable assessment, thereby increasing the assessment base and tax revenue.

All legal fees and incidental costs will be borne by the purchaser.

In accordance with the City's Disposal By-law No. 2015-160, proceeds from the disposal of land to the following two reserves:

1. Proceeds from the disposal of parkland shall be directed to the Cash-in-lieu of Parkland Reserve Fund to be used for park and other public recreation purposes.
2. Proceeds from the disposal of other land shall be directed to the Community Development Reserve.

Alternatives

While only one bid was submitted, the City also received a letter from Temiskaming Printing expressing an interest to purchase 50 Whitewood Avenue, should the tender process fail to secure a buyer.

City of Temiskaming Shores
Administrative Report

The recommended bid submission was received prior to the closing date, did not contain errors or omissions, and exceeded the minimum tender amount, therefore, no alternatives were considered.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Logan Belanger
Municipal Clerk

Shelly Zubyck
Director of Corporate
Services

Christopher W. Oslund
City Manager

Document Title:

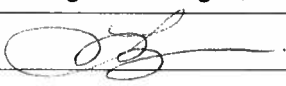

CS-RFT-002-2020 "Sale of Land by Public Tender – 50 Whitewood Avenue"

Closing Date: **Wednesday, November 25, 2020** Closing Time: **2:00 p.m.**

Department: **Corporate Services** Opening Time: **2:30 p.m.**

Attendees via teleconference: 705-672-2733 Ext. 774

City of Temiskaming Shores: (in-person)

Logan Belanger, Clerk	Kelly Conlin, Deputy Clerk	
		

Others: (via teleconference)

Submission Pricing

Bidder: *Woodland Heritage*

Total Tender Amount:	\$ <i>275,000</i>
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Bidder: *Q KC*

Total Tender Amount:	\$
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Bidder:

Total Tender Amount:	\$
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Bidder:

Total Tender Amount:	\$
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Bidder:

Total Tender Amount:	\$
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Bidder:

Total Tender Amount:	\$
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Bidder:

Total Tender Amount:	\$
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Bidder:

Total Tender Amount:	\$
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Note: All offered prices are offers only and are subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

Subject: Tender Award – Grant Municipal
Drain Repair

Report No.: CS-051-2020
Agenda Date: December 15, 2020

Attachments

Appendix 01: RFQ Opening Summary

Appendix 02: Draft By-law Agreement with Pedersen Construction Inc. (**Please refer to By-law No. 2020-128**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-051-2020; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the Grant Municipal Drain in the amount of \$9,537.20, plus applicable taxes, for consideration at the December 15, 2020 Regular Council meeting.

Background

Drainage Superintendent, Ed Gorecki completed an inspection of the Grant Municipal Drain which revealed maintenance and repair work required at the outlet area. It is believed the damage is due to erosion.

The Drain was constructed in 2014, and commences at the Highway 11 west ditch and extends approximately 550 meters to outlet into a gully/ Wabi River.

The scope of the work includes:

- Removal of Sediment at the Water and Sediment Control Basin (WASCoB) sta 0+550, blocking the hickinbottom two (2) tile outlets and two (2) - 300mm HDEP outlets. Application of filter fabric underlay and rock rip-rap at top of basin / overflow.
- Repair exposed outlet pipe 900 mm HDPE, with rip-rap at outlet sta 0+550, and 900 mm pipe for a distance of approx. 20 m, backfilled with coarse material.
- Investigate a hole in the field at approximately sta 0+525 in area of 900 mm pipe, due to possible separation.

The Drainage Superintendent would be on site at the time of the repair to oversee the work. Under the Drainage Act, costs will be assessed to the respective landowners assessed to this Drain.

Analysis

Quotation documents were distributed to known suppliers, and two (2) tenders were received by the closing date.

Bidder	Lump Sum Project (\$)	Supply and Place Additional Rip Rap (Per 1 Tonne) (\$)	Investigative Hourly Rate (Per 1 Hour) (\$)	Subtotal Tender Amount (\$)	HST (\$)	Total (\$)
Pedersen Construction (2013) Inc.	7,820.00	30.00	590.00	8,440.00	1,097.20	9,537.20
Demora Construction Services Inc.	10,750.00	75.00	450.00	11,275.00	1,465.75	12,740.75

The quotations were analysed for errors and/or omissions and both were found to be correct and complete. The quotation process was in keeping with the City's Purchasing Policy (By-law 2017-015).

The quoted amount for the intended work is considered to be reasonable and within the approved and allotted budget for maintenance.

Relevant Policy / Legislation / City By-Law

- 2020 Corporate Services Budget
- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Distribution of Request for Quotation – CS-RFQ-001-2020
- Consultation with City Manager throughout the project

Financial / Staffing Implications

This item has been approved in the current budget: Yes ☒ No ☐ N/A ☐

This item is within the approved budget amount: Yes ☒ No ☐ N/A ☐

During the 2021 General Operating budget deliberations, the City's allocation of the project was incorporated, as costs for maintenance are divided among the benefit land owners. The costs shown below are net of refundable HST.

Municipal Drain	Total Project Cost	Municipal Component	City Cost	Balance to be Billed
Grant Municipal Drain (Interval 1)	8,588.54	2.70%	231.89	8,356.65

The adoption of the 2021 Operating Budget, in principle, is being considered at the December 15, 2020 regular meeting Council.

In addition, a one-hour hourly rate was budgeted to investigate a hole in the field, due to possible separation. Following the investigation, the project administrator will be contacted to discuss further work requirements which are unknown at this time.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Logan Belanger
Municipal Clerk

Shelly Zubyc
Director of Corporate
Services

Christopher W. Oslund
City Manager

Document Title: **CS-RFQ-001-2020 Grant Municipal Drain Repair**

Closing Date: **Tuesday, December 1, 2020**

Closing Time: **2:00 p.m.**

Department: **Corporate Services**

Opening Time: **2:30 p.m.**

Attendees via teleconference: **705-672-2733 Ext. 774**
City of Temiskaming Shores (in-person):

Logan Belanger, Clerk	Kelly Conlin, Deputy Clerk
	

Others (teleconference):

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Submission Pricing

Bidder: *Pedersen Construction (2013) Inc.*

Description	Units	Quantity	Unit Price	Amount
Lump Sum Project	L.S.			7,820.00
Supply and place additional tonnage of Rip Rap (if required)	Tonne	1	30.00	30.00
Investigative Hourly Rate	Per Hour	1	590.00	590.00
Sub-Total:				\$ 8,440.00
H.S.T.:				\$ 1,097.20
Total:				\$ 9,537.20

Bidder: *Demora Construction Services Inc.*

Description	Units	Quantity	Unit Price	Amount
Lump Sum Project	L.S.	1		10,750.00
Supply and place additional tonnage of Rip Rap (if required)	Tonne	1	75.00	75.00
Investigative Hourly Rate	Per Hour	1	450.00	450.00
Sub-Total:				\$ 11,275.00
H.S.T.:				\$ 1,465.75
Total:				\$ 12,740.75

Note: Since this is a Request for Proposal all submissions are required to be evaluated based on a set of pre-determined evaluation criteria. All offered prices are offers only and subject to scrutiny. All proponents whether successful or not will be notified of results, in writing at a later date.

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: December 15, 2020
Subject: EDSC Accessibility Funding Grant Extension
Attachments: Appendix 1 – Modified Funding Agreement

Mayor and Council:

City of Temiskaming Shores staff submitted an application to the Enabling Accessibility Fund, administered by Employment and Social Development Canada on July 25, 2018. The submission included funding in the amount of \$100,000 from ESDC for accessibility improvements to the Don Shepherdson Memorial Arena.

The ESDC sent notification that the City's application was approved and forwarded the Payment Agreement to the City on March 16, 2020.

At the March 24, 2020 regular meeting, Council adopted By-law No. 2020-034 being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada for Accessibility Upgrades at the Don Shepherdson Memorial Arena – Project No. 1591799.

This project was expected to be completed by March 31, 2021 as per the terms of the funding agreement.

This summer, due to the ongoing challenges of COVID-19 staff noted that such a completion date was no longer feasible and requested an extension of the agreement dates. ESDC has approved our proposed extension date of October 31, 2021.

This extension will allow us to undertake the proposed project in the summer of 2021 and it has been included in the proposed 2021 municipal budget.

Staff are recommending that Council approve the modified funding agreement with the Minister of Employment and Social Development.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"original signed by"

"original signed by"

Mathew Bahm
Director of Recreation

Christopher W. Oslund
City Manager



ARTICLES OF AGREEMENT
BETWEEN
HER MAJESTY THE QUEEN IN RIGHT OF CANADA
(HEREINAFTER REFERRED TO AS "CANADA"), AS REPRESENTED BY
THE MINISTER OF EMPLOYMENT AND SOCIAL DEVELOPMENT
AND
The Corporation of the City of Temiskaming Shores
(HEREINAFTER REFERRED TO AS "THE RECIPIENT")
HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES"

Whereas the Recipient has applied to Canada for funding to carry out the project;

Whereas Canada has determined that the Recipient is eligible for a grant under the Program mentioned in Schedule A - Project Description and Signatures and that the Project qualifies for support; and

Whereas Canada has agreed to provide a grant to the Recipient to help it to implement the project;

Now, therefore, the Parties agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement
- (b) Schedule A - Project Description and Signatures



2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"Eligible Expenditures" means the expenditures listed in the Project budget in *Schedule A - Project Description and Signatures*;

"Fiscal Year" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"Grant" means the grant funds provided by Canada under this Agreement;

"Project" means the project described in *Schedule A - Project Description and Signatures*;

"Project Period" means the period beginning on the Project Start Date and ending on the Project End Date specified in *Schedule A - Project Description and Signatures*; and

"Working Day" means Monday through Friday except statutory holidays.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by both Parties and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 Notwithstanding section 3.1, the rights and obligations of the parties, which by their nature, extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

4.0 PURPOSE OF THE GRANT

4.1 The purpose of the funding granted by Canada according to the terms of this Agreement is to enable the Recipient to carry out the Project. The Recipient shall use the grant for paying the Eligible Expenditures of the Project.

5.0 PAYMENT OF THE GRANT

5.1 Canada will pay the Recipient a grant in the amount specified in *Schedule A - Project Description and Signatures*. The grant will be paid in instalments in accordance with the instalment schedule set out under Payment Method *Schedule A - Project Description and Signatures*.

6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 Canada may, upon not less than ninety (90) days' notice, reduce its funding under this Agreement or terminate the Agreement as per article 15.0 if:

- (a) the level of funding for the Program named in this Agreement for the Fiscal Year in which the payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (b) Parliament reduces the appropriation of funds for grants under the Program named in this Agreement.

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Recipient is of the opinion that it will be unable to complete the Project in the manner desired by the Recipient, the Recipient may terminate the Agreement upon not less than thirty (30) days notice to Canada.



8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's Application for Funding under the Program named in this Agreement;
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its Application for Funding,
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement; and
- (d) declares to use a fair, accountable and transparent process when procuring goods and/or for services in relation to the Project.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the grant that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act* (R.S.C., 1985, c. 44 (4th Supp.)), as amended from time to time, at the time the lobbying occurred and that any such person to whom the Lobbying Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 PROJECT RECORDS

9.1 The Recipient shall keep proper books and records of the grant received and of all expenditures made using the grant relating to the Project.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of three (3) years following the Project Period.

9.3 During the period of the project as well as the period referred to in section 9.2, the Recipient shall give access to its files, books and records related to the project, upon request and within a reasonable time, to representatives of Canada for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement. The Recipient shall permit Canada's representatives to take copies and extracts from such books and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

10.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

10.1 If, during the Project Period or within the period referred to in 9.2, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* (R.S.C., 1985, c. A-17), requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada. (Not applicable to municipalities or other recipients excluded by the application of the Act)

11.0 REPORTING

11.1 The Recipient shall submit to Canada, a complete final report acceptable to Canada that outlines the results of the Project within thirty (30) days following the Project Period.

12.0 CONTINUOUS ELIGIBILITY

12.1 The Recipient must, during the Project Period, continue to meet the eligibility requirements of the Program named in this Agreement which were effective upon signature of the agreement. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status or a change in Project activities result in the Project no longer meeting the eligibility criteria of the Program which were effective upon signature of this Agreement.

13.0 EVALUATION

13.1 The Recipient recognizes that Canada is responsible for the evaluation of the Program named in this Agreement. The Recipient agrees to cooperate with Canada for the duration of the Project and within a period of three (3) years thereafter by providing access to the information required to carry out the evaluation.



14.0 TERMINATION OF AGREEMENT

Termination for Default

14.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient (section 14.1(1)(a) not applicable to municipalities or school boards);
- (b) the Recipient ceases to operate (section 14.1(1)(a) not applicable to municipalities or school boards);
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, the risk in the Recipient's ability to complete the Project has changed substantially and unfavorably.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs (section 14.1(1)(a) not applicable to municipalities or school boards); or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default or within such longer period as Canada may specify, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period

Canada may terminate the Agreement immediately by written notice. Effective on that date, Canada has no more obligations to pay any remaining instalments of the grant as specified in the Agreement.

(3) Pursuant to paragraph 14.1 (2)(b), Canada may suspend payment of any further instalment of the grant under this Agreement.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

14.2 Either Parties may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

15.0 REPAYMENT REQUIREMENTS

15.1 (1) When a written notice is provided by either one of the Parties pursuant to section 7 or section 14:

- (a) the Recipient must not make any new commitment related to the project which may generate eligible expenditures and must cancel any ongoing commitments, or where possible, reduce the amount of such expenditures arising from any commitment; and
- (b) all eligible expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including direct costs and incidentals related to the cancellation of obligations of the Recipient for the termination of the agreement; a payment or a reimbursement will be made under this paragraph only if it has been demonstrated to the satisfaction of Canada that the Recipient has actually incurred the expenses and they are reasonable and related to the termination of the agreement.

(2) If this Agreement is terminated by the Recipient in accordance with section 14.2, the latter shall reimburse Canada the unused grant funds in its possession or under its control within thirty (30) days.

15.2 Notwithstanding section 15.1, if the Agreement is terminated under section 14.1 by Canada because the Recipient uses the grant for a purpose or expenditures not agreed upon under this Agreement, Canada may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Recipient the repayment of the grant funds that were used by the Recipient for purposes other than the Project or used for costs that were not Eligible Expenditures.

15.3 If Canada demands the repayment of any part of the grant pursuant to section 15.1 or section 15.2, the amount demanded shall be deemed to be a debt due and owing to Canada and the Recipient shall pay the amount to Canada immediately unless Canada directs otherwise.



15.4 Interest shall be charged on overdue repayments owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations* (SOR/96-188) (the "Regulations") made pursuant to the *Financial Administration Act* (R.S.C., 1985, c. F-11). Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

16.0 INDEMNIFICATION

16.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

17.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

17.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract obtaining services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient in support of the Project. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the amount of Canada's funding as indicated in the Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

18.0 CONFLICT OF INTEREST

18.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act* (S.C. 2006, c. 9, s. 2), the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

18.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

19.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

19.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

19.2 To enable Canada's participation in any subsequent communications activities about the project the Recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

19.3 The Recipient shall ensure that all communication activities, publications and advertising (including on social media or websites) relating to the project include the recognition of Canada's financial assistance to the satisfaction of Canada.

20.0 ACCESS TO INFORMATION

20.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1), and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

21.0 PROACTIVE DISCLOSURE

21.1 The Recipient acknowledges that the name of the Recipient, the amount of Canada's funding and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.



22.0 NOTICES

22.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email to the postal address, fax number or email address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

22.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

23.0 ASSIGNMENT OF THE AGREEMENT

23.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

24.0 SUCCESSORS AND ASSIGNS

24.1 This Agreement is binding upon the parties and their respective successors and assigns.

25.0 COMPLIANCE WITH LAWS

25.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed. The parties agree that the Court of the province or territory where the Project will be performed is competent to hear any dispute arising out of this agreement.

25.2 The Recipient shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including any environmental legislation and any legislation regarding protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

26.0 AMENDMENT

26.1 This Agreement may be amended, with respect to applicable laws, by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

27.0 UNINCORPORATED ASSOCIATION

27.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

28.0 COMMUNICATION WITH THE PUBLIC

28.1 The Recipient shall clearly identify the project's clientele, and shall take the appropriate steps to communicate with the target audience

29.0 AGREEMENT WITHOUT PREJUDICE [clause applicable only in Québec]

29.1 This Agreement is without prejudice to discussions underway between the Quebec Government and Canada for the purpose of establishing new standard agreements for the application of *An Act respecting the Ministère du Conseil exécutif* (CQLR, chapter M-30) in regards to Funding Agreements related to the programs of the Department of Employment and Social Development.

SECTION C Schedule A - Project Description and Signatures (to be completed by ESDC)

Common System for Grants and Contributions (CSGC) File Number: 1591799

Project Title: Don Shepherdson Memorial Arena Accessibility Upgrades

Program Name: Enabling Accessibility Fund - Grants

This Application is: ☒ Approved ☐ Not Approved

Grant Amount:



Amount Requested: \$ 100000

Amount Approved: \$ 100000

Project description and Budget adjustments:

Activities:

Amendment 1: The reason for amending this agreement is to allow the organization to extend the project duration from March 22, 2021 to October 31, 2021 to allow the organization to conduct project activities that have been delayed due to the weather conditions.

The proposed project consists of creating a level entrance, installing doors with automated doors opener, building an accessible washroom and installing new floor.

Budget:
N/A

Other Conditions:

Condition related to the Official Languages Act :

The Recipient acknowledges that Canada is subject to the Official Language Act and, as such, must actively offer project-related services, make project-related documentation and announcements in both official languages.

Specific Obligations Related to the Project:

i.e.: publication or research, or other tool printed or published in both languages.

Project Period:

From: 2020/03/23

To: 2021/10/31

Payment Method:

Number of Installment(s): 1

1st Installment Amount: \$ 100000

1st Installment Date: 2020/03/26

Date of Approval: 2020/11/24

Canada signing authority on behalf of the Minister of Employment and Social Development

CANADA

2020-11-30

Date (yyyy-mm-dd)



FOR THE RECIPIENT (to be completed by the recipient)

- I certify that I have the capacity and that I am authorized to sign the Articles of Agreement of this grant on behalf of the "Recipient" organization;
- I have read, understand and agree to these Articles of Agreement and I agree that once approved and signed by both parties, these Articles of Agreement will be effective immediately and shall constitute a legally binding agreement.

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Subject: Greenhouse Gas Reduction Plan

Report No.: RS-011-2020

Agenda Date: December 15, 2020

Attachments

1. Appendix A – Greenhouse Gas Reduction Plan
2. Appendix B – Public Comments Received

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-011-2020;
2. That Council acknowledges receipt of the Greenhouse Gas Reduction Plan prepared by VIP Energy; and
3. That Council directs staff to investigate improvements to the Greenhouse Gas Reduction Plan through further consultation with community partners and the public.

Background

The City of Temiskaming Shores joined the Federation of Canadian Municipalities' Partners for Climate Protection program in 2018 to assist in reducing its greenhouse gas emissions. As the City is a major emitter of greenhouse gases through its operations of motor vehicles, operations of various buildings and provider of various services to the public it should be a part of the solution to climate change. Further, a reduction in the amount of greenhouse gasses emitted directly benefits the city by reducing the cost of utilities and fuel.

As part of the program, the City is to work through five milestones over a 10-year period.

- Milestone 1: Create a Baseline Emissions Inventory and Forecast
- Milestone 2: Set Emissions Reduction Targets
- Milestone 3: Develop a Local Action Plan
- Milestone 4: Implement the Local Action Plan
- Milestone 5: Monitor Progress and Report Results

The City commissioned VIP Energy Services to create a Greenhouse Gas Reduction Plan which would complete milestones one, two and three of the program.

Council received the plan on November 3, 2020 and the following resolution was passed:

Resolution No. 2020-513

Moved by: Councillor Whalen
Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 014-2020-RS; and

That Council directs staff to release the Greenhouse Gas Reduction Plan to complete a public consultation period from November 4, 2020 until December 4, 2020, and return the plan for consideration at the December 15, 2020 Regular Council meeting.

CARRIED

Analysis

The Greenhouse Gas Reduction Plan was released to the public on November 4, 2020 and the City of Temiskaming Shores received 6 submissions from members of the public, a submission from the Timiskaming Health Unit and a submission from Climate Action Timiskaming.

All submissions are included within Appendix B, attached to this report.

The public comments received had near unanimous support for more drastic reduction goals for both the community and corporate (city-controlled) targets. Many note that various other municipalities (such as the City of Greater Sudbury) are setting their targets at a 50% reduction in greenhouse gas emissions by 2030 and a 100% reduction by 2050. The current plan, as written, has set a goal of a 5% reduction in community emissions and a 10% reduction in corporate emissions by 2027.

It should be noted that no responses were received from the public which agreed with the specific targets as presented and no responses were received from members of the public which disagreed with the Greenhouse Gas Reduction Plan. As the small number of responses that were received all held generally the same opinion on the matter the City should seek out further engagement with the public on this issue.

Greenhouse gas reductions can be attained through multiple means or strategies however they typically fall into two categories:

1. Reduction of emissions from conservation programs or efficiency upgrades.
2. Offsetting of emissions with programs like tree-planting or renewable energy

To reach any greenhouse gas reduction targets the City will need to utilize one or both of these types of strategies.

The Greenhouse Gas Reduction Plan identifies a handful of modest proposals to work towards the targets set. However, it falls short of providing concrete data on the expected reduction from each program. The proposed programs within the plan have also not had their full costs to the City identified so the effect on future municipal operations is not known. The exact cost to reach any improved targets is also unknown at this time and should be further researched so an informed decision can be made. Further, it is

necessary to investigate the level of current staff capacity and expertise to research and implement the necessary programs to reach any emission reduction targets.

As well, staff are not confident that the programs identified within the plan are sufficient to reach the modest goals set and certainly not sufficient to reach any increases to the target(s). Further investigation by staff and direction from council is needed to ensure that the Greenhouse Gas Reduction Plan can be implemented successfully and that whatever targets are set will be met in the timeframe proposed.

Reviewing the response received from Climate Action Timiskaming it is apparent that there is local expertise that could be utilized to make more informed decisions on how to move forward on this file.

Therefore, staff are proposing the following:

1. Perform further research to determine what greenhouse gas emission targets other municipalities are setting;
2. Complete additional broad community engagement;
3. Contact Climate Action Timiskaming for assistance in reviewing the current Greenhouse Gas Reduction Plan and assistance in proposing additional programs to include in the implementation portion of the plan.

Financial / Staffing Implications

This item has been approved in the current budget: Yes ☐ No ☒ N/A ☐

This item is within the approved budget amount: Yes ☐ No ☐ N/A ☒

No funding for greenhouse gas reduction programs has been included within the current budget year.

No funding has been allocated for greenhouse gas reduction programs in the proposed 2021 budget.

Should council adopt the proposed Greenhouse Gas Reduction Plan, there will be a significant amount of staff time necessary to develop and implement the required programs to reach the emission targets. Consideration will need to be given to whether the City has the required staff capacity and expertise to deliver on the goals being adopted.

Alternatives

1. Council could adopt the plan as presented and direct staff to use current resources to implement it.
2. Council could decline to adopt the plan.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Christopher W. Oslund
City Manager

CITY OF TEMISKAMING SHORES

GREENHOUSE GAS (GHG) REDUCTION PLAN

AUGUST 2019

Prepared in co-operation with:



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APPENDIX A: Energy Conservation Action Plan

OUR COMMITMENT TO GREENHOUSE GAS REDUCTION

Around the world, communities are embracing strategies for reducing the climatic effects of greenhouse gas (GHG) emissions. The City of Temiskaming Shores is joining the effort to reduce GHG emissions by becoming one of over 350 Canadian municipalities in the Partners for Climate Protection (PCP) program. This effort is a collaborative tool for climate action at municipal level. In its Official Plan, the City of Temiskaming Shores identified the desire to Build a Strong, Safe and Sustainable Community as a strategic priority. We believe that implementing this GHG Emissions Reduction Plan with clear and achievable targets, combined with other related efforts, the City of Temiskaming Shores will meet its strategic priority while serving as an example and leader in climate change mitigation.

INTRODUCTION – EXECUTIVE SUMMARY

BACKGROUND

Sustainability and environmental responsibility are important building blocks being initiated by communities around the world. Key international agreements, such as the Paris Agreement reached by Canada and 194 other countries in December 2015, have laid the groundwork for Canadian municipal governments to take important broad actions to fight climate change and its growing effects. The City of Temiskaming Shores has taken a leadership approach in terms of Community Energy Conservation, GHG emissions reductions and overall sustainability.

To reach these broad goals, the City has created a three-pronged approach:

1. The creation of an updated Energy Conservation and Demand Management (ECDM) Plan (released in July 2019 as mandated by Ontario Regulation 507/18) addresses corporate energy initiatives. Building on the very successful original ECDM plan (released in July 2014), this will serve as the City's roadmap for its on-going energy conservation efforts.
2. The City of Temiskaming Shores has also completed a Municipal Energy Plan (MEP) in 2016. This Plan outlines both specific and broad measures that will be implemented within the City that will reduce the overall energy used, the emissions levels per capita, and reduce or negate the impacts of future growth on both energy use and emission levels. These results will be achieved by implementing the MEP recommendations that ensure all of the links in the energy supply chain from the final use to the choice of energy source are as reliable, economic, efficient and clean as they can be. These recommendations build on each other and should be seen as an integrated solution and includes measures specifically geared towards City operations and broaden to include community-wide efforts.
3. This Greenhouse Gas Emissions Reduction Plan. The GHG Emissions Reduction Plan is designed to complement the City's commitment to sustainability. By combining and cooperating with the other initiatives described above, a synergistic approach can be developed to ensure that Energy and Environmental approaches are considered moving forward.

This GHG Reduction Plan:

- Includes a full Community and Corporate GHG emissions inventory and baseline.
- Sets targets for reducing Community (by 5%) and Corporate (by 10%) GHG emissions by 2027.
- Lists demonstrated methods and plans to achieve the reduction targets.

Like all other efforts, this GHG Reduction Plan has been developed to protect the interests of our constituents and ensure that the City of Temiskaming Shores continues its path towards environmental sustainability in an effective and fiscally responsible way. The City believes that a firm commitment to understanding and limiting GHG emissions is a key measure in becoming a more sustainable community, while operating in a cost-effective manner that respects the value of taxpayer dollars.

To achieve our goals the City of Temiskaming Shores has chosen to join over 350 other Canadian communities in following the Partners for Climate Protection 5 Milestone program. This GHG Emissions Reduction Plan covers Milestones 1 through 3. More information on this process is found in Section 1.0 Partners for Climate Protection (PCP) Program.

OBJECTIVES AND PURPOSE OF THE GHG REDUCTION PLAN

The GHG Emissions Reduction Plan will establish the City of Temiskaming Shores as a leader in reducing our impact on climate change and is designed to build on our previous steps towards environmental sustainability. The City of Temiskaming Shores has demonstrated in understanding of the financial and quality of life impacts that climate change presents. This Plan will create a measurable approach to reducing the City's carbon footprint. By inventorying both community and corporate emissions, an accurate baseline can be established as a starting point for the objective measurement of the effectiveness of our activities. This will ensure that the time-based targets set, as well as the measures identified to help reach those goals, remain both achievable and at the forefront of our actions.

KEY CITY STAFF

The development of this Plan, along with its implementation and success measurement, will be driven by the City's Building Maintenance Committee. These key staff members will be responsible for informing and recruiting the assistance of other staff, departments and personnel with regards to meeting the GHG Emissions Reduction Plan's goals and milestones. Progress and success will be reported at least annually to city leadership and Council Members.

1.0 PARTNERS FOR CLIMATE PROTECTION (PCP) PROGRAM

The City of Temiskaming Shores has joined the Partners for Climate Protection (PCP) program. The PCP program is a network of Canadian municipal governments that have made commitments to curb greenhouse gas emissions and take action on climate change. This program is the Canadian version of ICLEI's Cities for Climate Protection (CCP) campaign, which includes more than 1,000 communities worldwide and is a partnership between the Federation of Canadian Municipalities (FCM) and ICLEI Canada.

The PCP program is comprised of a five-milestone framework. Participating communities develop local GHG inventories, set GHG reduction targets, develop and implement climate change action plans and then monitor results. ICLEI provides support and reviews submissions to ensure they meet the requirements for milestone recognition.

The five milestones are:

1. Creating a GHG emissions inventory and forecast.
2. Setting a GHG emissions reduction target.
3. Developing a local action plan.
4. Implementing the local action plan or a set of activities.
5. Monitoring progress and reporting results.



2.0 GHG INVENTORY METHODOLOGY

The basis for the PCP program is the premise that in order to “effectively manage GHG emissions, local governments must first measure and report”. As with all types of information, the accuracy of the GHG data provides the City of Temiskaming Shores with a way to target specific areas of GHG emissions to reduce and have the greatest impact on the overall carbon footprint associated with Corporate activities. As well, ongoing access to reliable data enables on-going measurement and verification of the effectiveness of GHG reduction activities. From a community-wide perspective, GHG measurement also provides community partners and stakeholders with a visual to see the impact of their own activities, resulting in individual responsibility and ownership to reduce GHG footprint. Together, the corporate and community-wide inventories provide a clear picture and path to GHG emissions reduction and highlight areas of overlap where a combined effort can yield the greatest benefits.

PURPOSE OF THE PCP PROTOCOLS

According to the PCP Protocol: Canadian Supplement to the International Emissions Analysis Protocol document, the purpose of the PCP Protocol is to provide municipalities with a set of clear accounting and reporting guidelines for developing corporate and community-level GHG inventories within the context of the PCP program. These standards have been developed to meet the following objectives:

- Clarify the corporate and community inventory requirements so that PCP municipalities have a clear sense of which emissions sources must be reported and those that are optional.
- Clarify the relationship between the corporate and community-scale inventories to address overlapping emission sources and activity sectors, such as municipal landfills and public transit systems.
- Provide detailed accounting and quantification guidelines, including recommended best practices and alternate approaches, for each of the required reporting sectors.
- Clarify the relationship between PCP and other GHG inventory protocols so that municipalities can plan and coordinate their reporting according to their own needs and priorities.

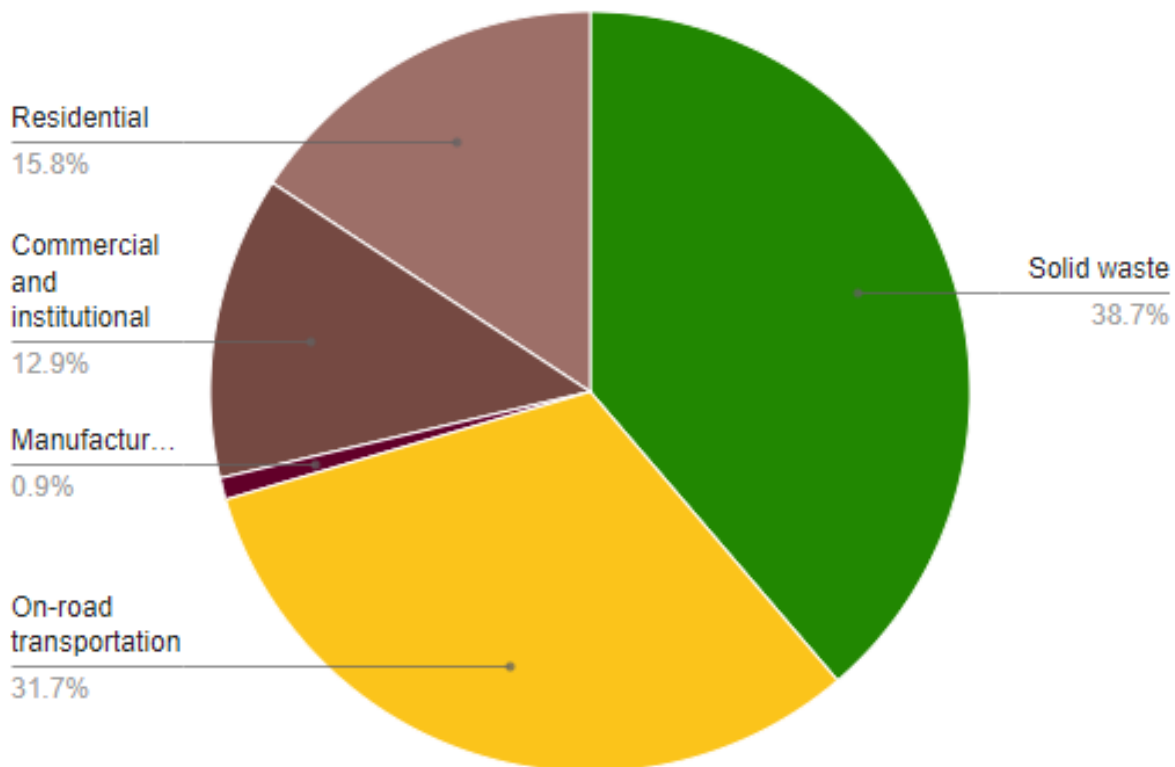
The establishment of GHG emissions inventories is the first step towards developing GHG emissions reduction strategies.

3.0 GHG EMISSIONS INVENTORY

COMMUNITY EMISSIONS

Using the PCP Milestone 1 Tool, a community GHG Inventory and Carbon Footprint was established. For the purposes of measuring our future successes in reducing community emissions, a GHG emission baseline was established for the base year of 2017. The inventory process also provides the necessary baseline data to measure our progress. By monitoring emission levels at regular intervals, we will be able to determine if we are meeting our reduction goals or continuing along a 'business-as-usual' trajectory. This inventory will form the foundation for our community-based efforts, guiding our actions to the areas where the greatest impact can be made. The PCP Milestone Tool is based on the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (GPC) and the PCP protocol.

Figure 3-1 – Community GHG (tCO_{2e}) Inventory by Sector (2017)



As illustrated in Figure 3-1, solid waste is the highest input in terms of GHG Emissions in the community. It should also be noted that waste contributes a significant portion of Community emissions at 38.7%. This particular input is unique in that the City controls the waste disposal and can likely have a greater direct influence on this area through the use of targeted waste reduction programs.

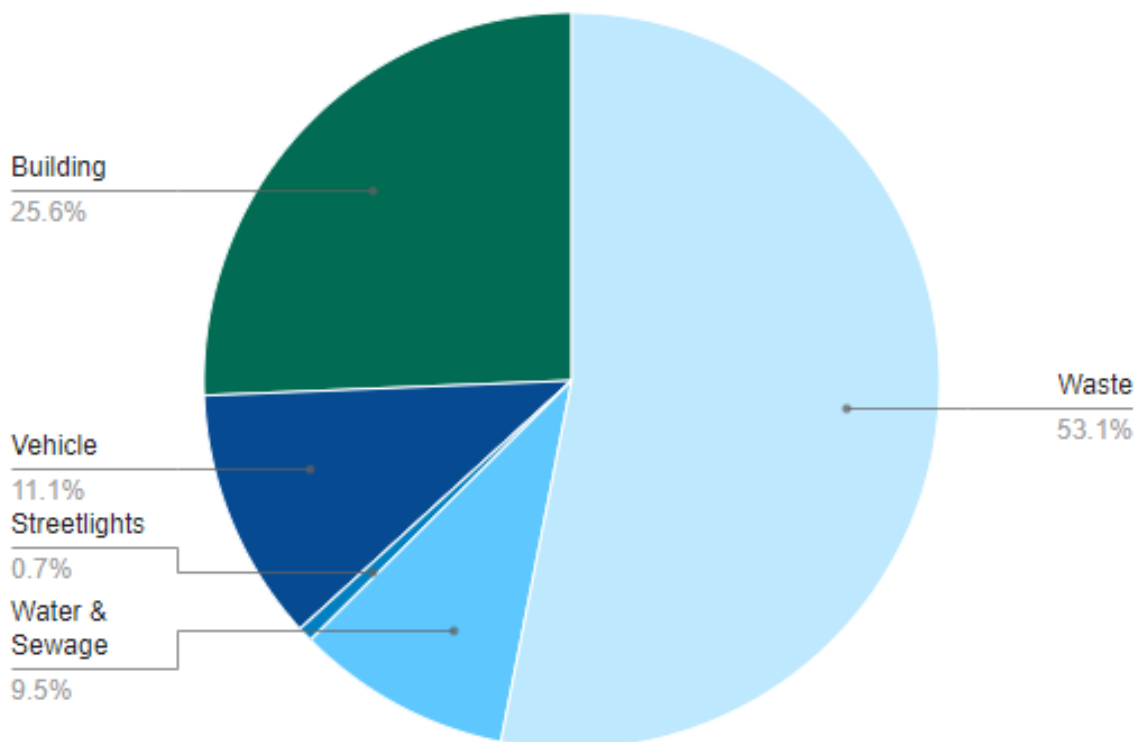
COMMUNITY EMISSIONS FORECAST TO 2027

Using the PCP Milestone 1, a 'business as usual' forecast was developed. This forecast was based on projected population increase for the community. Under this scenario, it is expected that community-based GHG emissions will increase from 112,661 tCO₂e to 126,934 tCO₂e.

CORPORATE EMISSIONS

Using the same PCP Milestone 1 tool as we did for the Community inventory, a corporate GHG Inventory and Carbon Footprint was established. As the City has detailed energy and fuels consumption data, as well as detailed waste information, the Corporate footprint is based on actual emissions information, making for a more robust and accurate footprint.

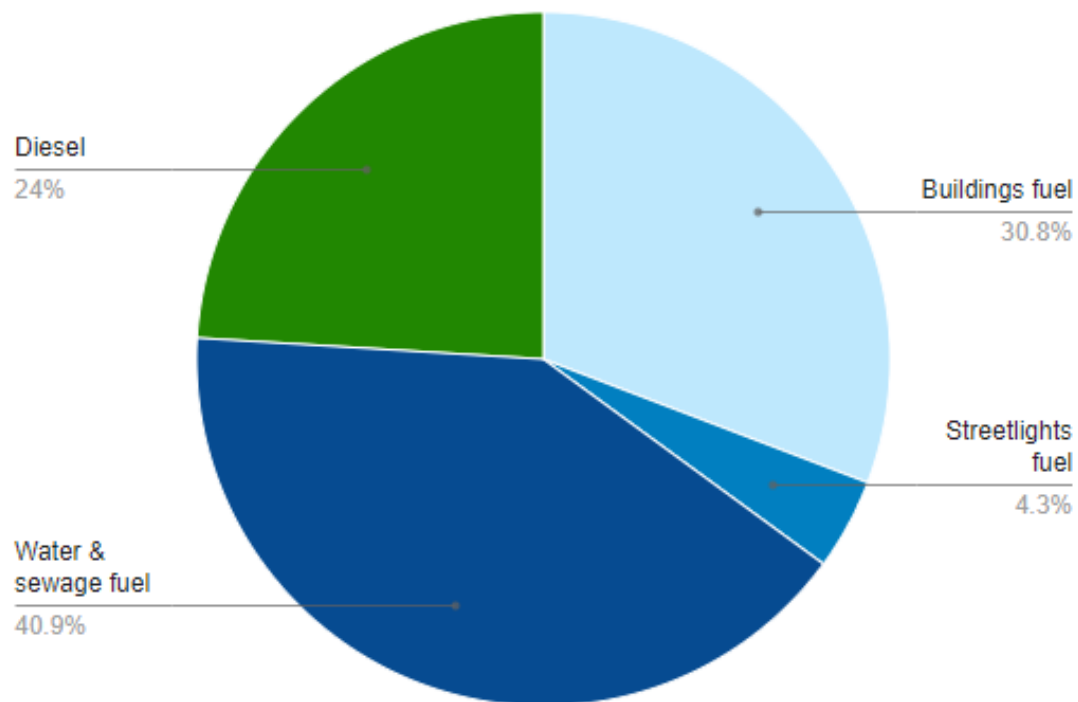
Figure 3-2 Corporate GHG (tCO₂e) Inventory by Sector (2017)



As illustrated in this chart, waste is the main emissions driver for the Corporation.

It is important to have a broad understanding of the Corporation's GHG emissions, as this is the area that city departments have the most influence over and can affect the greatest change. To gain better insight into the sources of the emissions, an overview of the City's energy usage is helpful.

Figure 3-3 City of Temiskaming Shores Corporate Energy Usage Overview (GJ's by Source 2017)



It is clear from this chart that water & sewage fuel use, as well as buildings' fuel usage, make up the vast majority of the Energy usage. Natural gas and fuels usage also present the greatest opportunity to reduce emissions.

CORPORATE EMISSIONS FORECAST TO 2027

Using the PCP Milestone tool, a 'business as usual' forecast was developed. This forecast was based on projected increases in GHG emissions by sector input. Under this scenario, it is expected that corporate-based GHG emissions will increase from 4,409 tCO₂e to 4,967 tCO₂e.

4.0 SETTING REDUCTION TARGETS

The City of Temiskaming Shores must set reduction targets in order to meet the goals and requirements of the PCP program. Across Canada, communities have set varying targets depending on their ability to achieve GHG emissions reductions. For example, a community that has a robust infrastructure and experience in this area, as well as high potential to reduce, may set a more aggressive target.

To be successful, the Federation of Canadian Municipalities (FCM) has published a guidebook. This information suggests that in order to be achievable, reduction targets should clearly state if they pertain to Corporate or Community reduction efforts. As well, targets should follow the following S.M.A.R.T. principles¹:

- **Stretch the targets**, acknowledging the climate change imperative. Targets should recognize the urgency of climate change and the need to act. The scale of the problem requires that municipalities stretch themselves to some extent to achieve reductions and protect the long-term interests of communities.
- **Meaningful**, connected to local context. To be successful, targets and plans should reflect the community, its values, priorities, and policy and planning activities. Targets and action plans should be linked to guiding documents such as community plans.
- **Adopted by council**. A PCP requirement, council adoption raises awareness of the target, demonstrates commitment, and provides authority to staff to work towards the reduction objective. Targets adopted by council have the weight of official community policy.
- **Realistic targets**. Reduction targets should be achievable. This does not mean they must be easy to achieve, or that it is known exactly how they will be achieved. But it does mean that targets should not be set if nobody believes in them and they are doomed to failure from the start.
- **Time bound**. Also, a PCP requirement, setting a target year allows communities to develop actions with a specific implementation schedule, and to effectively monitor and report on their progress.

Some examples of Corporate and Community targets are illustrated in Figure 4.1²

Figure 4.1 – Examples of Canadian Community GHG Emissions Reduction Targets²

Corporate Targets		Community Targets	
Bridgewater, NS	15% below 2007 by 2017	Kelowna, BC	33% below 2007 by 2020
Halton Hills, ON	20% below 2011 by 2031	Sackville, NB	10% below 2011 by 2021
Ritchot, MB	15% below 2011 by 2025	Thunder Bay, ON	10% below 2005 by 2017

The City has chosen to set individual targets for Corporate and Community GHG emissions reductions as recommended by the FCM. To frame our reduction targets, a base year of 2017 was chosen, along with a reduction

² Reaching Milestone 2: How to set emissions reduction targets

target term of 10 years. This approach was chosen in recognition of some current programs in development that will assist the City in getting a head start on reaching reduction targets, as well as anticipation of new ideas being developed throughout the term. A 10-year window also allows the City of Temiskaming Shores sufficient time to plan, develop, implement and then measure the effects of these programs.

COMMUNITY GHG EMISSIONS REDUCTION TARGET – 5% BELOW 2017 LEVEL, BY 2027

Setting Community reduction targets must consider a number of factors to be successful. These include:

- The degree of influence that the City has over citizen habits and behaviours.
 - The potential impact of any actions on the day-to-day lives of the citizens can have a profound effect on whether citizens will take part.
 - If the City has a history of successful community interactions, this can help ensure the success of the GHG emissions reduction programs.
- The presence of like-minded community-based organizations.
 - Local environmental action groups can be key allies in ensuring success, if key partnerships can be formed.
- The level of engagement of the citizens on community-based programs.
- The influence of environmental factors in the day-to-day lives of local community members.
 - For example, is there a large tourism-based economy surrounding environmental factors?

While these are only a few of the factors, a realistic approach must be considered when developing community-based targets and related actions. The City must be prepared to invest in effective communication channels that are inclusive to all members of the public and provide appropriate means for feedback and highlight the immediate benefits of any programs if they are to be successful. This needs to lay out realistic scenarios that highlight the benefits and costs of both action and inaction. This messaging is a key factor in the community-based action plan outlined in later sections.

CORPORATE GHG EMISSIONS REDUCTION TARGET – 10% BELOW 2017 LEVEL, BY 2027

The corporate target is slightly more aggressive than the community target for several reasons:

1. The City has full control over the operations of its programs, facilities, and vehicles, as well as greater influence over employee behaviour and habits. Targeted actions can be achieved through employee training in City facilities, and then reinforced through an enforcement process that includes a system for feedback to evaluate the success and improvement of the programs implemented.
2. The City has a history of developing savings/conservation targets and achieving them. The 2014 Energy Conservation and Demand Management Plan (currently being updated for 2019) was a successful endeavour as the City was able to exceed their goal reduction target. City personnel involved in this Plan gained valuable experience through the process that they can apply to the GHG emission reduction initiative, avoiding many of the growing pains that often accompany implementation of new programs.
3. The City can potentially access direct funding to assist with planned action implementation. While incentives and funding programs change frequently, being 'shovel ready' with a plan and actionable initiatives already mapped out means the City is more prepared to react quickly to apply for funding than

communities without an established process City personnel are already actively seeking potential funding from the FCM and have also been successful in accessing incentive funding from both the electricity and natural gas utility programs.

4. Some savings ideas may be captured through existing capital improvement/renewal projects. Having GHG emissions reduction targets already in mind will ensure these ideas are considered when developing infrastructure renewal and replacement projects (i.e. purchasing more efficient vehicles or developing a higher standard for new building efficiency).

The City of Temiskaming Shores has taken several steps to ensure its leadership in the areas of energy conservation and climate change adaptation and mitigation. This leadership role is re-enforced through the creation of plans-of-action in these areas. The action plan outlined below will form the basis for the City's short and medium-term activities. Through the use of the GHG emissions inventory, areas of high emissions can be targeted and addressed in a manner that yields the highest reductions with limited City resources.

One thing that must be considered when developing GHG emissions reduction and energy conservation plans simultaneously, is the often juxtaposing positions of each. For example, electricity is often the most expensive form of energy, but also has a low emissions footprint in Ontario. This means that actions to reduce the City's energy budgets may not necessarily lead to large GHG emissions reductions. By understanding the influence that each plan has on the other's success, the City of Temiskaming Shores can create a strategy to efficiently meet both goals.

RISKS TO OUR SUCCESS

While the City of Temiskaming Shores realizes that realistic targets are important, it is also crucial to have an ambitious outlook to drive success. However, there are potential challenges to ensuring that our targets are reached, and these include:

- **Availability of municipal funds to implement measures.** Shifting local, provincial and national spending priorities can lead to changes in the focus of how budget dollars are allocated.
- **Changes in economic conditions.** Similar to above, economically challenging times can shift the priorities of local residents and businesses.
- **Investment of time.** Changing attitudes and habits take time. However, a regular, consistent messaging campaign can help overcome these challenges.

5.0 GHG EMISSION REDUCTION MEASURES

COMMUNITY-BASED EMISSION REDUCTION ACTION PLAN

This section describes measures that will be put in place to achieve maximum buy-in and results from the City of Temiskaming Shores' community members and partners. As the Corporation does not have direct control over the habits and energy consumption of this sector, education, outreach and awareness will be the key features of this part of our GHG Emissions Reduction Plan. Below are a few of the key messaging targets, as well as some important steps the Corporation can take to achieve the Community GHG Emissions Reduction Targets. As energy use is the key factor in reducing GHG emissions, this will be one of the primary focuses of our community-based programming.

PROGRAM 1: DEVELOPING A GHG EMISSIONS AWARENESS AND A CULTURE OF REDUCTION

Developing awareness of a GHG Emissions Reduction culture is a key focus within the community. This awareness will lead to meaningful behaviour changes from the residents of Temiskaming Shores, ensuring the full potential of GHG emissions efforts will be achieved. While reducing GHG Emissions is perceived as driven through changes in carbon-based fuels, usage habits among the citizenry and commercial/industrial base often leads to significant reduction without a major capital investment. The challenge lies in encouraging people to embrace change. Early adopters will always be a part of any new cultural movement, just as there will always be detractors on the other end of the spectrum. Encouraging those in the middle ground to shift towards positive action will be the key challenge to ensuring the success of this program in the greater community.

A leading-edge community engagement effort in GHG emissions reduction initiatives (conservation, retro-fits, and efficiency programs) will be created to enhance implementation effectiveness and support a sustainable quality of life in Temiskaming Shores.

The community conservation culture will be created by:

1. Creating and maintaining a dedicated interactive online presence for GHG Emissions awareness and community reduction initiatives.
2. Having the City of Temiskaming Shores become the 'clearinghouse' for financial incentive programs, allowing the City to leverage available incentive funding to promote energy and fuel conservation and demand management programs for local residents, businesses and industries.
3. Helping organizations (commercial, industrial and institutional) to rationalize longer-term payback periods by identifying cost-saving opportunities and behaviour-based programs that can reduce energy consumption.
4. Working with local stakeholders on a public education campaign (public forums, local events tabling, etc.) to educate the community on the financial and environmental benefits of GHG emissions reduction.
5. Implementing an energy conservation or GHG emissions recognition program.
6. Using gamification, contests or reward programs to increase participation in conservation programs.
7. Educating the community on the benefits of the ENERGY STAR® program, particularly when purchasing new appliances and electronics, and the impact of phantom loads.
8. Continuing to promote provincial and national initiatives such as Earth Hour and recycling programs.
9. Supporting school programs to engage the community with GHG emissions reduction initiatives.

10. Working with regional partners to expand reduction culture beyond our community borders. This will help create additional program momentum within our own community.

PROGRAM 2: ENERGY EFFICIENCY

To achieve our emissions reduction goals, energy efficiency will be an important piece of the puzzle. By encouraging community energy efficiency, GHG emissions reductions can be achieved while providing a financial incentive and payback for community partners to act. Therefore, improving community energy efficiency will be a key part of the GHG emissions reduction plan. Working collaboratively with the community and key stakeholders to create new standards of efficiency in both new and existing buildings will contribute to Temiskaming Shores' overall economic competitiveness.

This will be achieved by:

1. Targeting conservation programs to older residential and commercial buildings, in areas identified as high consumption during the energy mapping process.
2. Seeking out programs, and/or incentives and financing programs to assist residents to finance energy or GHG emissions reducing retrofits.
3. Lobbying provincial and national governments to extend and expand both energy conservation and GHG emissions reduction programs and funding.
4. Encouraging building owners to benchmark energy usage of their buildings and help develop an existing energy usage database for the community. This data can then be used to further improve the community's culture of conservation.
5. Continuing to encourage building owners/managers to consider third party energy efficiency programs such as LEED™ and BOMA BEST.
6. Encouraging builders to improve energy efficiency, GHG emissions and sustainability of new buildings beyond the Ontario Building Code, using third party programs.
7. Ensuring all new commercial, industrial and institutional buildings consider energy and water efficiency improvements during renovations or new builds.
8. Encouraging our regional partners to consider adopting similar standards.

PROGRAM 3: LAND USE AND GROWTH

Traditionally, GHG emissions reduction planning has not been a major consideration during community planning. However, the methods and considerations we use to plan our communities has a significant effect on the community's GHG emissions and energy use.

Reducing the GHG emissions of local municipal and community buildings, as well as modernizing architectural principles will aid the City of Temiskaming Shores in building a complete and healthy community, where mixed-use areas are supported by active transportation measures and a robust local transit system. The City will seek opportunities to improve our integrated community energy systems, efficiency opportunities and GHG emissions in land use planning by:

1. Promoting pedestrian-friendly design through:
 - a. Creating convenient walking distances to transit and parks.
 - b. Expanding on dedicated walkways and pathways/trails to link activity nodes (e.g. home to work).

- c. Encouraging compact, efficient mixed-use areas that optimize redevelopment and integrate residential, office and retail commercial developments.
- 2. Creating opportunities for GHG emissions reduction and energy conservation through:
 - a. Orienting new buildings to take advantage of solar gain.
 - b. Retaining/planting and maintaining shade trees for summer cooling and winter shelter.
 - c. Encouraging pedestrian and bicycle use over vehicle travel (where applicable and possible).
 - d. Encouraging the use of green infrastructure and systems (e.g. use of permeable surfaces, green facades, green/grass roofs and passive design landscaping, solar shading, use of recycled building and construction materials).
 - e. Enhancing the capacity of municipal staff to consider passive energy and GHG emissions reducing building measures through the planning approvals process, where feasible.

PROGRAM 4: ACTIVE TRANSPORTATION AND ANTI-IDLING CAMPAIGNS

Active transportation is an important feature of any GHG emissions reduction plan. In 2015, the City established a Bicycle Friendly Community Committee and adopted its terms of reference to establish a 5-year Active Transportation Plan. This plan included a vision for Temiskaming Shores building a more bicycle-friendly community and was compiled based on the feedback received from workshop attendees and on best practices from other Bicycle-Friendly Communities across North America.

Temiskaming Shores' places high value on encouraging a culture of outdoor activity and recreation including walking and cycling throughout the community. The Terms of Reference envisioned including a wide range of programs to educate residents about the importance of safely sharing the road with all road users, and residents will be encouraged to walk and bike more often. Children in Temiskaming Shores will regularly walk or bike to school, and cycling will be a common activity for residents of all ages and abilities.¹

By continuing to encourage local residents to use active transportation rather than vehicles to travel throughout the City, emissions reductions can be achieved while also promoting a healthier lifestyle. As a Northern Ontario community Temiskaming Shores has climatic challenges to some extent, with an active transportation program; this must be considered in both the program messaging and the expectations for reductions. Also, providing an efficient, cost-effective, reliable and integrated multi-modal transportation system is identified as a priority.

The city will take the following actions to achieve this target:

1. Implement a corporate anti-idling policy as well as support anti-idling promotion throughout the community as a whole.
2. Supporting efforts to promote local work opportunities, ride sharing and reducing outbound commuting.
3. Continuing to emphasize the importance of sustainable transportation measures, such as transit and active transportation.
4. Considering the feasibility of car share and cycling programs.
5. Supporting/encouraging school-oriented programs to increase active transportation initiatives and reduce vehicle idling near schools.

¹ 'The Corporation of the City of Temiskaming Shores By-law No. 2016-105 Being a by-law to adopt Terms of Reference for the Bicycle Friendly Community Committee

6. Ensuring new and reconstructed arterial and collector roads are built as Complete Streets that are safe and accessible for pedestrians and cyclists of all ages, where feasible.
7. Exploring opportunities to modernize the local transit system by improving bus shelters, ticketing systems, routes and online accessibility.
8. Ensuring new development is transit friendly.
9. Working within the region to lobby government for inter-region public transportation options.

CORPORATE-BASED EMISSION REDUCTION ACTION PLAN

Corporately, the City of Temiskaming Shores has a profound effect on how energy is used, fuel is consumed and GHGs are emitted. Through management of facilities and fleet, GHG reductions can be significant if the proper measures are in place. For the City of Temiskaming Shores, the suggestions below target the identified major sources of GHG emissions: waste, fuels use and facilities energy use.

THE CORPORATE ENERGY CONSERVATION AND DEMAND MANAGEMENT (ECDM) PLAN 2019

The City of Temiskaming Shores, under Ontario Regulation 507/18, is required to create and implement an ECDM Plan every 5 years. The latest update of this plan is set to be released in July 2019 (attached in Appendix A). Under this initiative, the City has identified an energy conservation target as well as several measures that will be implemented to achieve these targets. Under the original 2014 ECDM plan, a 5% reduction in energy intensity per m³ was established. The City was able to meet this target by implementing several significant energy savings projects such as LED street lighting, HVAC improvements, controls improvements and various other facility LED lighting projects.

For the 2019 ECDM Plan, a similar target of a 5% reduction in energy intensity has been established and supported by a list of energy conservation measures to support it. By achieving this target, a 1% reduction in GHG emissions is expected.

SOLID WASTE MANAGEMENT AND REDUCTION PROGRAMS

The City of Temiskaming Shores is currently exploring a textile diversion program to reduce the amount of textiles entering the landfill. The program is envisioned to potentially include a curbside collection service along with drop-off bins throughout the City. Items collected will include used clothing, footwear and linens, as well as damaged or ripped textiles. This program has a potential to remove approximately 2% reduction in overall solid waste collection.

The City is also considering a backyard composting program for the community. It is currently in the research phase in order to identify and determine the feasibility and potential cost/savings for the program as well as the availability of composting equipment to meet the requirements of the City program.

APPENDIX A

City of Temiskaming Shores ECDM Plan 2019



City of Temiskaming Shores

5-Year Corporate Energy Conservation and Demand Management Plan

July 2019

Prepared in co-operation with:



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Introduction – Executive Summary

Background

The City of Temiskaming Shores' Energy Conservation and Demand Management (ECDM) Plan was developed in response to Ontario Regulation 507/18 which requires all public sector organizations to complete an update to their original 2014 ECDM Plan by July 1, 2019. In response to this regulatory requirement, as well as rising energy costs, the City of Temiskaming Shores has developed this Energy Conservation and Demand Management (ECDM) Plan. This comprehensive Plan is the most effective method of identifying energy conservation opportunities, selectively implementing the best projects and then measuring their effectiveness. The Plan has been developed to protect the interests of our constituents and ensure that the City of Temiskaming Shores obtains the best possible value from our operating budgets. In addition to meeting our regulatory obligations, the City believes that a strong commitment to energy management and a reduction of energy use is demonstrated evidence of our belief in becoming a more sustainable community while operating in a cost-effective manner that respects the value of taxpayer dollars.

Purpose of the Plan

The 5-Year Corporate Energy Conservation and Demand Management Plan is designed to guide the City of Temiskaming Shores towards a more energy-efficient future. The policies, practices and energy conservation measures identified illustrate the importance the City places on acting responsibly towards energy consumption through the wise use of resources in City operations.

To enhance our understanding of energy use and return on investment through conservation, this document contains a thorough review of the measures implemented since the creation of the original plan, issued on July 1, 2014. Since then, the City has initiated several substantial energy projects, yielding significant savings results including:

- City-wide street lighting replacements (2015)
- LED lighting conversions of various facilities (throughout the Plan period)
- Operations equipment upgrades (throughout Plan period)

The above projects have resulted in an estimated annual savings of over \$200,000.

The wise and efficient use of energy are two of the lowest cost options for meeting energy demands. They also provide many other environmental, economic and social benefits, including reducing greenhouse gas (GHG) emissions, cost avoidance and savings. Along with the primary benefits, the responsible use of energy also promotes local economic development opportunities, energy system reliability, improved energy supply security and reduced-price volatility.

Following the path of our previous ECDM Plan, this document is a continuation of a process involving the:

- Integration of establishing and evaluating a baseline for performance to be measured against;
- Reviewing the effectiveness of previous conservation efforts while setting future performance goals and objectives;
- Continuous improvement through identification of energy conservation potential;
- Strategic alignment of improvement measure implementation and fiscal constraints; and,
- Evaluation, measurement and communication of results achieved.

The following report summarizes the significant efforts applied by the City of Temiskaming Shores Conservation Team to create a Plan that can be implemented responsibly, over time, to create lasting results. The Plan takes advantage of internal expertise as well as all available external financial incentives and rebates currently being offered to support the implementation of energy savings ideas. The current energy picture for the City of Temiskaming Shores and our Vision, Goals and Objectives as shown in the Corporate Energy Conservation and Management Policy, are outlined. Our strategic focus areas are discussed in detail and our 5-year Action Plan is laid out on a project-by-project basis.

1.0 Historic Energy Performance

Historical Energy Usage

Effectively managing energy requires the creation of a robust energy monitoring strategy and procedures and establishing an accurate energy baseline is an essential first step in this process. This baseline assists with energy conservation and greenhouse gas reduction target setting, energy procurement and budgeting, bill verification, energy awareness, and the selection and assessment of potential energy projects. The City of Temiskaming Shores, similar to many other communities, relies on utility bills to establish this energy baseline.

To evaluate the effectiveness of the City's previous energy conservation measures, the year 2013 was chosen as the base year for measurement; this aligns with the Ministry of Energy's Regulation 507/18 requirements for reporting. Overall, the City's consumption in 2013 was 5.9 million kWh of electricity and 584,000 m³ of natural gas. The breakdown of energy use by facility type is as follows:

Figure 1-1 – Energy Use by Facility Type in 2013

Facility Type	Electricity Use (1,000's kWh)	Natural Gas Use (1,000's m ³)
Administrative offices and related facilities, including municipal council chambers	512.97	31
Community centres	46	50
Cultural facilities	0	-
Facilities related to the pumping of sewage	336	-
Facilities related to the pumping of water	304	-
Facilities related to the treatment of sewage	1,222	-
Facilities related to the treatment of water	1,766	12
Fire stations and associated offices and facilities	104	49
Indoor ice rinks	454	52
Indoor recreational facilities	278	77
Indoor swimming pools	443.75	195.80
Public libraries	65.57	23.07
Storage facilities where equipment or vehicles are maintained, repaired or stored	296.09	94.97

For comparative purposes, the raw energy consumption breakdowns by month since the original baseline for the City are as follows:

Figure 1-2 – Electricity Use (2014 – 2018)

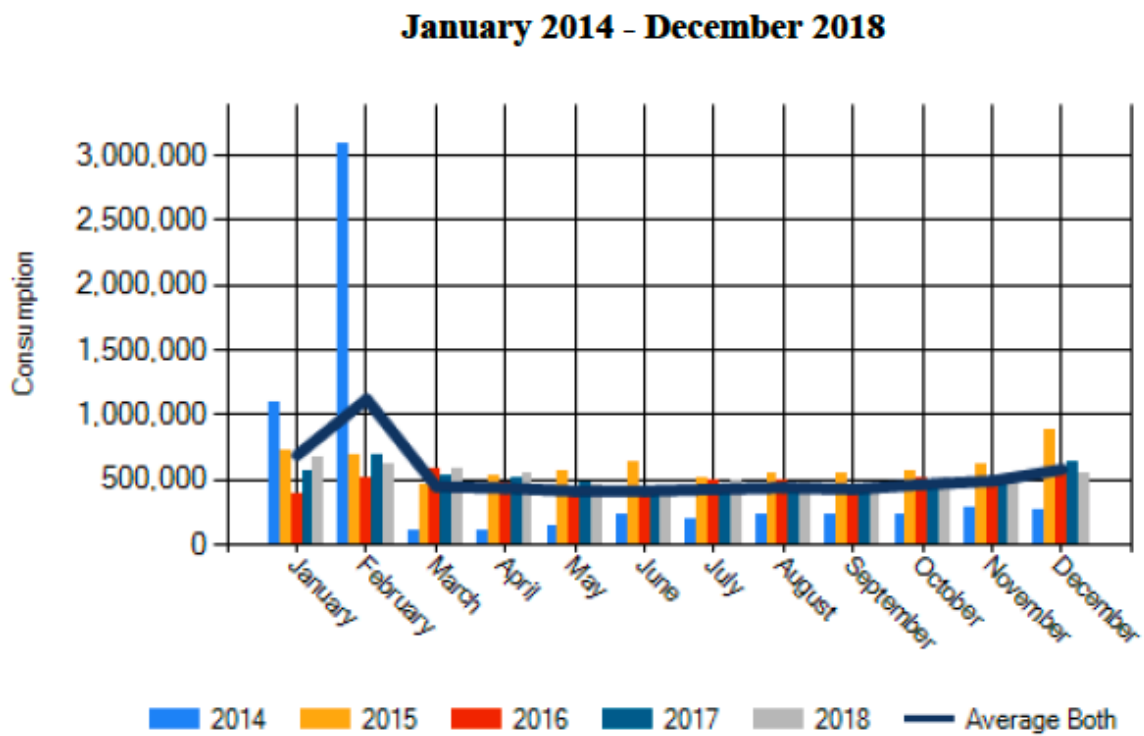
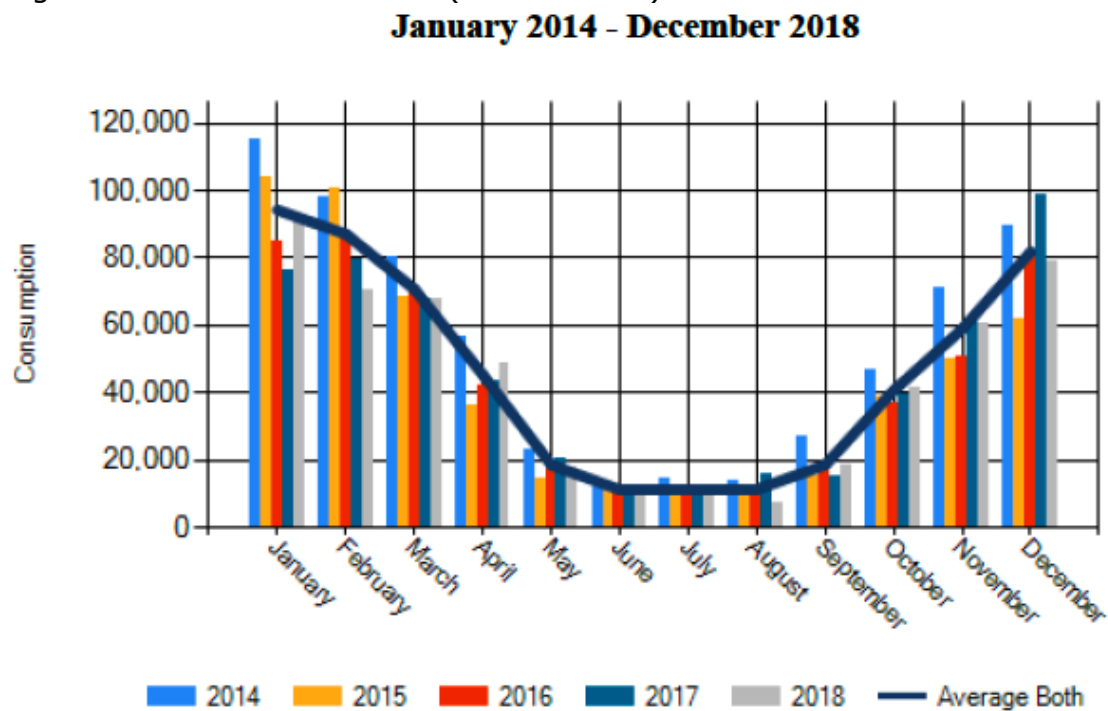


Figure 1-3 – Natural Gas Use (2013 – 2018)



City of Temiskaming Shores Energy Baseline Analysis

The following analysis uses RETScreen analysis of consumption data for the base year (2013) forward. This type of review allows for an objective evaluation of conservation progress by removing the variables that can independently affect energy consumption and are largely out of the City's control (i.e. weather, temperature, cooling or heating degree days).

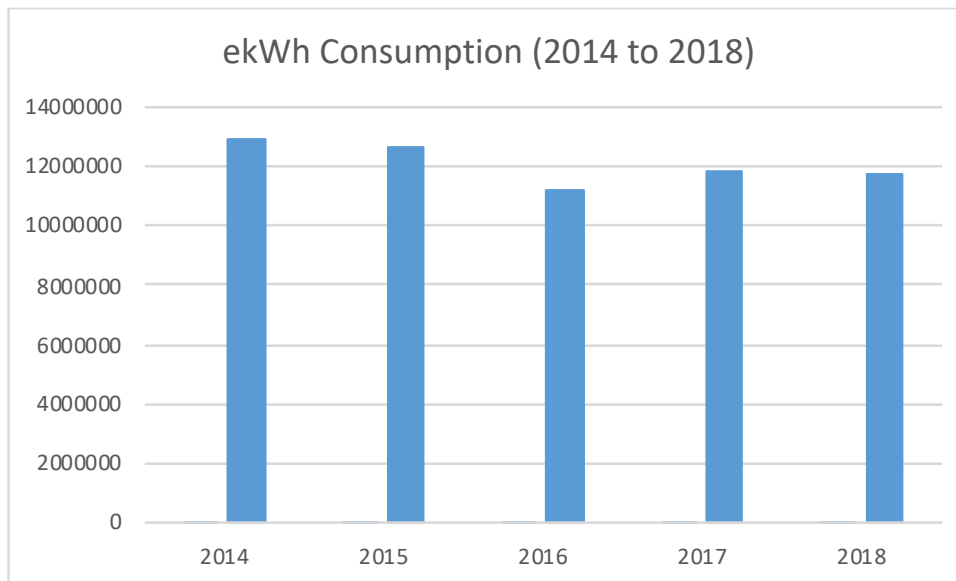
In the original ECDM Plan, the City set a target of a 1-5% reduction in energy consumption over the 5-year term of the Plan (2014-2019). The chart below outlines the methods by which the City intended to meet this target.

Figure 1-4 Energy Management Initiatives from the City's Original CDM Plan
(Source: City of Temiskaming Shores 2014 CDM Plan):

Program/ Policy	Program/ Policy Objective	Number
Official Plan	Sets the goals, objectives and policies to guide growth and development within the City for the next 20 years, while creating opportunities for sustainable and energy efficient Development for conservation, and to encourage the use of green infrastructure and systems.	By-law 2014-040
Vehicle & Equipment Idling Policy	Places limitations on engine idling for the City's entire fleet to reduce air pollution; promote fossil fuel conservation; reduce noise pollution; and to reduce wear and service needs on the fleet.	By-law 2014-031
Energy Efficiency at City Hall	To ensure City Hall is as energy efficient as possible by implementing a temperature set point.	Motion 2013-557
Asset Management Plan & Management Policy	To ensure the City assets are well managed/maintained to meet performance levels used to deliver service, and that consider environmental and energy conservation goals.	By-law 2013-202
Issuance & Enforcement of Water Conservation in the City of Temiskaming Shores	Restricts water used at the discretion of Council from time-to-time.	By-law 2006-051

In order to adequately assess the City's energy conservation progress, an examination of the Equivalent Kilowatt Hours (ekWh) must be conducted. This allows for natural gas and electricity consumption to be reviewed together. The City's overall ekWh energy consumption between 2014 and 2018 declined by 1.1 million (2014 – 12.9 million ekWh, 2018 – 11.7 million ekWh) meaning the City exceeded its target with an overall 9% reduction in annual ekWh consumption over the 5-year period.

Figure 1-5 Equivalent Kilowatt Hour Energy Consumption (ekWh)



While electricity consumption remained relatively stable, natural gas consumption declined by 19% with the bulk of the change occurring between 2014 and 2015.

Figure 1-6 Natural Gas Consumption (m³)

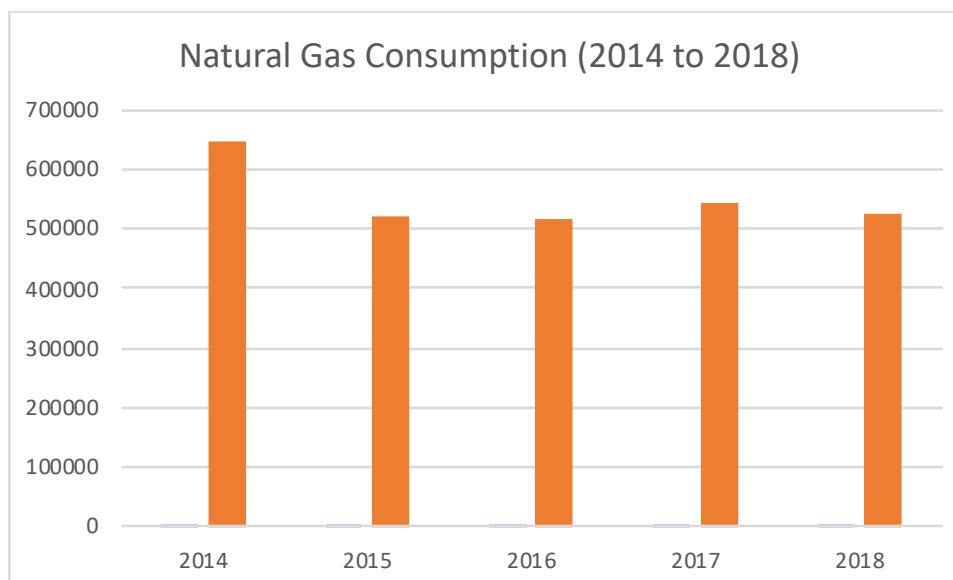
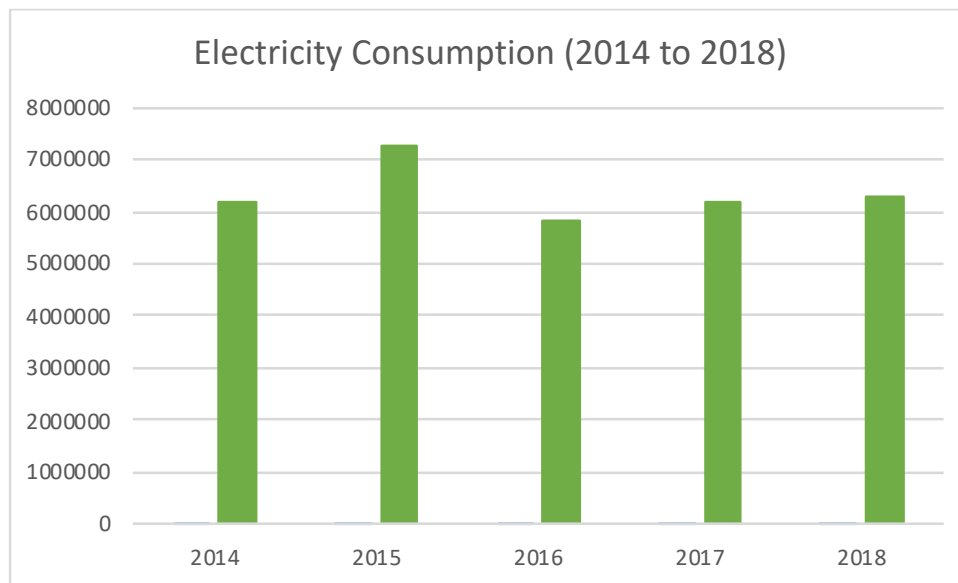


Figure 1-7 Electricity Consumption (kWh)



Energy Conservation Project Successes

Since the creation of the last 5-Year ECDM Plan, the City has initiated significant investments in energy efficiency and energy-cost reduction. These projects include:

Facility-Related Projects

2013

- LED lighting retrofits for the Public Works #2, New Liskeard Water Treatment Plant (WTP), New Liskeard Arena and Haileybury WTP

2014

- HVAC upgrades for the New Liskeard WTP, Riverside Place and City Hall

2015

- Humidification system upgrades at the Pool and Fitness Centre

2016 to 2018

- Looping of water systems
- Upgrading of removal filters
- Replacement of motor control centers (MCCs)
- LED lighting upgrade for Haileybury Arena surface lighting, City Hall and Haileybury Medical Centre
- High Efficiency Furnace Upgrades

2019

- Conversion of the New Liskeard Medical Centre to Library Use

City-Wide Street Lighting

In 2015 the City of Temiskaming Shores embarked on a major street lighting retrofit across the City. This project included the replacement of over 1,250 HPS street lights, leading to an annual savings of over \$100,000. The City received project funding incentives to complete this project.

2.0 Energy Conservation and Management Policy

Our Commitment

The City of Temiskaming Shores is committed to allocating staff and resources to develop and implement a strategic Energy Conservation and Demand Management (ECDM) Plan that will reduce energy consumption and its related environmental impact. As an organization, we value the notion of efficient operations and creating a more sustainable community. The ECDM Plan builds on our previous Municipal Energy Plan as well as our Greenhouse Gas Emissions Reduction Plan. These plans are all aimed at reducing our energy costs and creating a more sustainable community.

We are committed to managing energy responsibly and will use energy efficiency practices throughout our facilities, fleet, operations and equipment wherever it is cost effective to do so.

Our Vision

The City of Temiskaming Shores will endeavour to minimize energy consumption, related costs, and carbon emissions by continuously improving its energy management practices without compromising the level of service delivery to the community.

Our Goals and Objectives

As part of our 2019 ECDM Plan, the City created several strategic avenues to achieve specific goals and targets with regards to energy management. We have re-examined our past objectives and are re-committing to this updated version.

1. Reduce energy intensity in City facilities by 5% by 2024 compared to our revised base year (2018). This is in addition to the reductions achieved between 2013 and 2018, based on our original 2011 base year.
2. Enhance our culture of conservation through training and outreach to staff, clients and business partners. All employees will have the appropriate knowledge and training to be empowered to reduce energy consumption.
3. Expand upon our comprehensive corporate energy management policy and practices by enhancing key existing business practices to include energy efficiency standards and energy management best practices.
4. Expand our monitoring and tracking program for energy use by providing access to our energy management system to make energy consumption visible to everyone in the Corporation and support facility/management decision-making.

5. Deliver energy cost savings through the identification and implementation of processes, programs and projects that will reduce energy consumption.
 - Re-assess and benchmark the top energy consuming facilities across the Corporation (2019)
 - Review previously identified energy savings opportunities by reviewing past energy audits and plan to renew energy audits and analysis of the capital asset renewal program. (Ongoing)
 - Review and/or enhance standard operating and maintenance procedures to include energy conservation best practices. (Ongoing)
 - Seek funding for energy-related projects from various sources to enhance the payback and reduce implementation costs. (Ongoing)

Strategic Action Plan

To achieve our new ECDM Plan, the City will employ the following strategic actions designed to ensure a positive outcome over the next 5 years. These key strategies support the delivery of our Goals and Objectives.

Strategy 1. Corporate Practices

Expand upon our policies and practices that support the energy conservation effort and show leadership and commitment within the Corporation and community.

- Energy Management Team: Roles, Responsibilities and Accountability
- Energy Procurement
- Renewed focus on reducing our energy footprint in day-to-day operations

Strategy 2. Education, Awareness & Outreach

Provide the guidance and leadership necessary to empower employees and develop a culture of conservation.

- Energy Skills Training Program
- Energy Awareness Training
- Outreach, Engagement and Recognition Programs
- Feedback System for Employee Suggestions
- Employee Brainstorming Sessions

Strategy 3. Energy Conservation Action Plan and Energy Information Management

Continually identify and deliver energy conservation processes, programs and projects in all areas of the Corporation (facilities, fleet, equipment, water plants etc.). Demonstrate sound operating and maintenance practices to complement the energy efficiencies implemented through the capital asset renewal program. Employ a robust Energy Information Management System to ensure that all conservation activities are measured and verified to ensure the City receives and maintains specified energy reductions and savings.

Energy Conservation Action Plan

- Key facility energy audits and re/retro-commissioning studies
- Asset renewal plan and energy conservation project delivery
- Standard facility operations procedure review

Energy Information Management

- Maintenance of the online energy monitoring and reporting system (electricity, natural gas and fuels)
- Regular Energy Use Review presentations for the community, council, accountable staff and energy users
- Energy bill verification and rate optimization
- Reporting requirements for Regulation 507/18 (formerly 397/11)
- Consistent updates and review of key performance indicators (KPIs) / Benchmarking
- Standardize and implement project measurement and verification

3.0 STRATEGY 1: Energy Management Corporate Practices

The City of Temiskaming Shores has implemented several corporate practices, including key personnel deployment, to ensure a strong focus on energy management and savings. These efforts remain a key component of our renewed ECDM Plan.

The Energy Management Team: Roles and Responsibilities

Energy Sponsor and Champion: Manager of Physical Assets

The Energy Sponsor and Champion is ultimately responsible for creating budgets, securing spending authority and resources for the program. This role is responsible for setting the program's high-level vision, goals and objectives, keeping track of major project activities and approving resources and funding for the team and its approved projects. The Energy Sponsor and Champion has direct knowledge of the organization's major energy-using systems and is responsible for developing and maintaining the focus for the Energy Management Team. In addition, this role coordinates meetings, set agendas, and delegates and manages tasks related to the Energy Management Team and is responsible for ensuring that the monitoring and tracking systems for energy are accurate, up-to-date and available for use by City employees.

Corporate Energy Management Team

The Corporate Energy Management Team functions on a strategic level to set expectations for each of the facilities, develop metrics for tracking overall energy improvement, and build accountability for energy management activities. In addition, this cross-functional team has direct responsibility for the consumption of energy within their respective departments. As a group, the team supports and monitors the energy management initiatives (processes, programs, and projects) at the various facilities and across the corporation.

The Energy Management Team at City of Temiskaming consists of the Building Maintenance Committee, which currently includes the following members:

- Danny Whalen - Chair and Council Member
- Doug Jelly - Council Member
- Carman Kidd - Mayor
- Chris Oslund - City Manager
- Doug Walsh - Director of Public Works
- Steve Burnett - Technical & Environmental Compliance Coordinator
- Kelly Conlin - Executive Assistant
- Mitch Lafreniere - Manager of Physical Assets

Actions: Continue to seek cross-departmental membership and support for the Energy Management Team. Continue to meet bi-weekly to discuss the Energy Management Program to ensure implementation of new savings ideas, as well as maintain the positive momentum built over the past 5 years.

Energy Procurement

The City continues to utilize the energy procurement service provided by Local Authority Services (LAS). This program provides options for fixed-price energy procurement services to maintain predictable electricity and natural gas commodity costs. In addition, the program permits the City to work together with a large number of other municipal entities throughout the province to create bulk-buying power to leverage aggregated energy purchasing opportunities.

Actions: Continue to review the LAS program annually and evaluate the City's level of participation. Review potential alternative programs for merit and analyze the net result of participation annually.

4.0 STRATEGY 2: Education, Awareness and Outreach

The City's Education, Awareness and Outreach program has been utilized over the past 5 years to assist with the maintenance of a culture of conservation. This has been achieved by raising the level of awareness, understanding and general knowledge amongst staff regarding energy spending, usage and conservation. The City will continue to utilize a successful combination of program engagement, direct awareness marketing and hands-on training to enhance our energy reduction efforts to support the achievement of our energy conservation goals and objectives. As well, energy will continue to be a regular agenda item at staff meetings to solicit new ideas for reduction of energy use, promote continued awareness of the cost of energy and ensure that energy conservation remains a key consideration for all City employees.

The Education, Awareness and Outreach program provides guidance, leadership and the framework to empower employees and foster our culture of conservation. The program informs the organization of current energy use, operational practices as well as improvement opportunities, while ensuring that all employees have an opportunity to remain informed of the City's energy reduction efforts. This continued practice will foster the greatest possible impact of education and awareness.

The program is comprised of the following four focus areas:

Energy Skills Training Program

The Energy Skills Training Program is a vehicle for City employees to continue to develop a general awareness and understanding of current energy use within City facilities as well as skills to identify opportunities for improvement. The Training Program combines both general knowledge training and hands-on experience to gain maximum benefit.

Employee Brainstorming Sessions are an important part of the Energy Skills Training Program and are encouraged during the Energy Team meetings as a way of generating new ideas for energy conservation. As regular users and managers of City facilities, our employees are one of the City's most valuable resources to both generate and implement our energy conservation strategies.

Outreach, Engagement, Recognition and Energy Awareness Training Program

The City will continue to engage all users of City facilities (both staff and the general public) and recognizes that this is essential to the continued success of the energy management program. Our energy program will continue to employ a comprehensive approach to both engaging employees and recognizing the efforts of City staff who provide important support and ideas.

The Energy Awareness Training Program has been developed to provide consistent energy conservation messaging throughout all departments using Community-Based Social Marketing (CBSM) techniques to engage all users of City facilities.

Specific methods used to date include conservation tips, eye-catching posters, City intranet messaging and other relevant marketing tools. It is the intention of this Plan to expand our ability and focus to enable the City to become a 'clearinghouse' of information for local residents to discover ideas and incentives to improve their own energy usage practices.

Feedback System for Employee Suggestions

The City will continue to employ a feedback system to encourage employees to provide input and ideas. The email messages are sent to a specific address and are forwarded to members of the Energy Management Team in order to ensure prompt response. The Energy Team members can engage relevant employees to ensure that all suggestions are captured and explored.

Actions: Review available energy training opportunities both generally (i.e. all staff) and for specific facilities (i.e. water plant). Establish and maintain at least annual Outreach and Engagement efforts to keep energy conservation 'top-of-mind' for staff and stakeholders.

5.0 STRATEGY 3: Energy Conservation Activities and Information Management

Energy Conservation Action Plan

The Energy Conservation Action Plan forms the blueprint for implementing energy conservation and cost saving measures. The City has created a list of potential projects based on previous facility energy audits. The attached action plans have been created to guide this process based on a prioritized implementation schedule. All available incentives and funding sources will be explored to minimize the implementation cost of each measure. In addition to the measures shown, the City anticipates that further energy audits, completed over the next 5 years, will augment the list of available energy conservation measures.

Below is our current list of known projects to be implemented during the life of this Plan. In all, the measures will include:

- LED lights on New Liskeard Arena surface (2019)
- LED upgrades to decorative lights in downtown cores (throughout the life of the Plan)
- Boiler and lighting upgrades for the New Liskeard Library (2019)

Additional measures will be added as funding becomes available on an annual basis. In general terms, our actions are expected to yield the following results:

- Education, Awareness and Outreach: 1-2% annual energy savings
- On-going regular reviews of consumption and baselines: .5% to 1% annual energy savings
- Re/retro Commissioning: 2-7% annual energy savings within the facilities where it is implemented (estimated to be 1% overall potential total annual savings)

Actions: Maintain a schedule of energy audit and re/retro-commissioning renewals to ensure that our list of measures is up-to-date and that previous measures are still functional and providing savings. Perform periodic reviews of available incentives and stay up-to-date on potential sources of funding to offset the implementation costs of the proposed future measures. Review the list of measures at least annually and update as necessary.

Energy Information Management

Online Energy Monitoring and Reporting System

The City of Temiskaming Shores currently has a system for managing and reporting its energy consumption (electricity, natural gas, fuels). The motivation for this effort is the notion that “you can’t manage what you are not aware of”. By making our energy usage visual, and keeping the information real-time, all personnel with access to the information can benefit from understanding the nature of energy use in their facilities, as well as the impact their actions or inactions have on the City’s overall energy cost and budgeting.

In order to enhance our ability to monitor and track the progress of some of our facilities, the City currently employs a Supervisory Analytics program to monitor and track consumption in selected buildings against an established baseline using a CUSUM analysis. This information is also key in evaluating the potential of new conservation projects as well as measuring the effectiveness of initiatives already taken.

Actions: Continue to gather and upload energy data into the Energy Information Management System regularly and analyze the data for patterns and savings opportunities using our Supervisory Analytics program.

Energy Management Presentations for the Community, Council, Accountable Staff and Energy Users

To gain traction for the initiatives within this Plan and ensure that the City of Temiskaming Shores reaches its stated reduction targets, it is imperative that information regarding energy usage and cost, as well as the City’s energy conservation plans and projects, are well understood and top of mind of everyone from front-line employees to senior department heads and City Council. This broad awareness will lead to additional buy-in and support for the City’s continued efforts to reduce its energy usage and spending.

Actions: Make energy a key topic at staff and senior management meetings as well as provide an update on energy use and conservation to Council at least annually.

Key Performance Indicators (KPI’s) and Monitoring and Verification

To ensure momentum continues, and the City of Temiskaming Shores receives value-for-money with regards to its energy conservation efforts, a rigorous program of establishing KPI’s and then monitoring and verifying ongoing savings is an essential element of this Plan. By establishing agreed upon KPI’s (as suggested in the table below) and then performing regular and frequent monitoring, not only will City personnel be able to verify that savings expected from various projects is achieved, but that the savings continue for the duration of the project or retrofit’s useful life. This practice will protect the City’s investments as well as provide transparency and support for successful savings initiatives

Figure 5.1 – KPI Suggestions

Facility Type	Energy KPIs	Measured Variables
Cultural Facilities, Indoor Recreational Facilities and Community Centres	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather • Occupancy Rates / month • Sheet rentals / month
Facilities Related to Treatment or Pumping of Water or Sewage	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather (Temperature and Rainfall) • m³ treated water or waste water / day
Administrative Offices	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather
Public Libraries	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather • Occupancy
Fire Stations and Associated Offices	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather • Occupancy
Storage Facilities	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather
Street Lighting	Electricity	<ul style="list-style-type: none"> • Number of Lights
Recreation and Outdoor Lighting	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month 	<ul style="list-style-type: none"> • Occupancy or Rentals / Month • Opening / Closing Dates
Fleet	Baseline Diesel Use Baseline Gasoline Use	<ul style="list-style-type: none"> • Number of Vehicles • km driven / month

Actions: Review all conservation initiatives to understand the most appropriate monitoring and verification process. Review the project savings at pre-defined regular intervals and report outcomes to senior management/City Council.

Bill Verification and Rate Optimization

A consistent, periodic review of the City's energy invoices is important to ensure that rates and recorded consumption values on energy bills is accurate. This ensures that the invoices presented by utilities are correct and are providing appropriate and relevant data to the City's Energy Management Platforms.

Actions: Perform a rationalization check on monthly invoices and conduct at least annual detailed billing reviews to ensure accuracy.

Ongoing Ontario Regulation 507/18 Reporting

In addition to completing this Plan, the City of Temiskaming Shores is required to submit annual energy consumption and greenhouse gas emissions templates to the appropriate Ministry of Energy portal. Gathering and recording monthly energy invoices are necessary to complete these reports.

Actions: Complete all required regulatory reporting by July 1 of each year.

Greenhouse Gas Reduction Plan

The City of Temiskaming Shores joined the Federation of Canadian Municipalities' Partners for Climate Protection program in 2018 to assist in reducing its greenhouse gas emissions. As the City is a major emitter of greenhouse gasses through its operations of motor vehicles, operations of various buildings and provider of various services to the public it should be a part of the solution to climate change. Further, a reduction in the amount of greenhouse gasses emitted directly benefits the city by reducing the cost of utilities and fuel.

As part of the program, the City is to work through five milestones over a 10-year period.

- Milestone 1: Create a Baseline Emissions Inventory and Forecast
- Milestone 2: Set Emissions Reduction Targets
- Milestone 3: Develop a Local Action Plan
- Milestone 4: Implement the Local Action Plan
- Milestone 5: Monitor Progress and Report Results

The City commissioned VIP Energy Services to create a Greenhouse Gas Reduction Plan which would complete milestones one, two and three of the program.

The City is welcoming comments from the public from November 4, 2020 until December 4, 2020. Comments will be summarized in a report to council at the December 15, 2020 Regular Meeting of Council.

Full Name / Nom *

Email Address: *

Residential Address *

Comments: *

Thank you for providing an opportunity to comment on the City of Temiskaming Shores draft GHG reduction plan.

Here is my feedback on the plan:

- The GHG targets should be more ambitious to meet the urgency of the climate crisis and to be in line with other similar communities. Communities of all sizes across Ontario are setting targets in range of 30-55% GHG reduction by 2030, and net zero GHG reduction by 2050.
- In order to develop actions to meet more aggressive GHG emission reduction targets, I would like to see significant improvements to the draft plan prior to it being finalized. A climate plan should discuss solutions in more depth and also describe how provide some innovative projects/ideas will be implemented.
- There are many great co-benefits to climate action. A climate plan should identify how acting on climate can benefit the community now and in the future.
- I would like more opportunities for community engagement that could be used to inform an updated version of this draft document.

Thank You

Change the text for this message.

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Congratulations on preparing such a well thought out report.

Pages 18 & 19 discuss transit. One of the matters not raised in this section is the social stigma associated with public transit. For generations locals have referred to the town bus as the "loser cruiser". People will chose staying home over risking being "seen" on the bus. I am of the opinion that de-stigmatizing transit ought to be a part of this section of the plan.

Regarding the city's fleet of vehicles. Including a requirement to consider a hybrid/electric/alternative fuel vehicle as option when decision are being made regarding purchasing new vehicles.

Thank You

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Comments: *

The city of Woodstock recently moved to purchase Carbon Emission Reduction Technology for their public transit and a large diesel work vehicle. Benefits are two fold, fuel reduction ~10%, and 50% reduction in emissions. Payback on the equipment depends on usage, but is about 5 years. I found out about this here:

<https://www.orangeville.com/news-story/10176203-woodstock-deploys-tech-to-cut-greenhouse-gases/>
And,

<https://www.thestar.com/business/2020/09/09/woodstock-deploys-tech-to-cut-greenhouse-gases.html>

This is one fiscally responsible, forward moving option that could be easily scaled depending on results and feedback from public works staff.

Thank You

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Comments: *

As a smaller community, we should be able to coordinate/organize and set targets to combat greenhouse gas that surpass those set by larger population centres. This issue is very important to most of our local population. The plan needs to have tangible and more ambitious goals. Thank you for this opportunity to provide some feedback.

Thank You

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Email Address: *

Residential Address *

Comments: *

I am thrilled to see a plan for greenhouse gas reduction for the City of TS. I did not know that data was being collected to identify the sources of emissions and I like some of the ideas that are put forward in the plan.

I was disheartened when I saw the targets set so low. 5% reduction for the community initiatives and 10% for the City are not enough. What we hear is that we should 'act like our house is on fire because it is', so as much as I understand the concept of baby steps when it comes to behaviour change, we need targets that are more ambitious to motivate residents to act and do our part to align with the seriousness of this climate crisis: 50% reduction by 2030, 100% by 2050.

I would like to see more community engagement in the process to see what people are willing to do and learn about evidence based approaches.

There should be some gains coming from the Active Transportation plan that is also scheduled for 2021 as part of the Recreation master plan. Hopefully this would support people walking and cycling more, and driving less, contributing to a reduction in greenhouse gas emissions.

I would also like to see some concrete objectives from year to year (ie 100 composters distributed, 10 workshops held, volume or weight of textile diverted...) and who will be driving this in the community. Will there be a coordinator and a steering committee with this portfolio to make sure things keep moving forward and to help with accountability and communications?

In short, I support that higher targets be set, and more details go in the plan before it is adopted by Council so there is a better structure to engage local residents, groups and businesses toward its success. This climate crisis should be front and center for our City, as it is for the global community.

Thank you for the opportunity to comment on this plan.

Thank You

Change the text for this message.

TEMISKAMING SHORES GHG PLAN

Key points for discussion





Temiskaming Shores GHG Plan

What is it?

City of Temiskaming Shores has a draft greenhouse gas reduction plan. This plan sets targets for the broader community and for the corporation. The plan outlines key areas of work, and a number of actions to guide implementation.

CAT Observations and Reflections on Corporate Plan

- **It's great news that the City is setting targets for GHG reductions** and we welcome this commitment. In particular, short term targets are great for motivating immediate action. There's no time to waste!
- **A focus on Active Transport is welcome.** Building complete streets, connecting neighbourhoods – these actions will help people move safely around the City without contributing to climate change. Strengthening commitments, setting clear targets, establishing timelines and goals in this area would improve confidence that reduction opportunities could be met.
- **The targets aren't nearly aggressive enough.** The City needs to make targets that are in line with other communities, and the urgency of the climate crisis. A more ambitious target, with a detailed plan to achieve it is needed for the coming decade, with a view to net-zero emissions by 2050. Short term accountability targets and/or implementation goals that occur within an election period also help to keep momentum. Check out the table below for comparable targets, including one from Tay Valley. Tay Valley is a community that is similar to ours with targets of at least 55% for its municipal operations and at least 45% for the community between 2018 and 2028.

- **The Plan isn't transformational.** Overall, the plan outlines minor adjustments to current practice and seeks marginal improvement in efficiency. This does not correspond to the scale of action required.
- **Moving away from fossil fuels.** The City needs to focus the plan on moving away from the use of fossil fuels (natural gas in buildings, gas / diesel in transport) to achieve deeper GHG reductions. Ontario's electricity grid is low-carbon, and opportunities like deep energy retrofits, air and ground-source heat pumps, electric vehicles, are important pathways for emissions reductions that are absent from the plan.
- **The City identifies important opportunities areas, but implementation is vague, and many actions don't have attached targets or plans.** The actions outlined by the city address key areas where emission reductions can be found, but there needs to be more detail, and stronger commitments to providing the resources to make these actions stick.
- **With respect to the Corporate GHG Plan, the corresponding Energy Plan doesn't look like it will achieve even the modest target established.** It's not clear how the target from the Energy Plan (which focuses on an emissions *intensity* reduction) can achieve the 10% (absolute) GHG reduction. This is a significant gap.
- **Opportunity and Benefit.** The Plan is silent on the many, many benefits that come with strong action on climate change. Health benefits associated with lower air pollution and more active lifestyles, economic benefits from job creation or energy cost savings, resilience benefits from green infrastructure. There are many great co-benefit to climate change action!

Table 1. Municipalities depicting corporate and community GHG emission reduction targets.

Location	Corporate target	Community target
Peterborough County (and lower tier communities)	25-40% by 2030	20-40% by 2030
Tay Valley	55% by 2030	45% by 2030
Sudbury, Markham, others..	Net – zero by 2050	

Corporate Plan

What does it cover?

Corporate plans typically cover all City-owned assets and operations; vehicles and equipment, buildings, water treatment, waste.

What are actions in the GHG Plan?

The GHG plan has only two attached items.

Reference to the Energy Plan (see below)

The City is required by the Province to have an energy conservation plan. The 2019 update of the 2014 plan is the basis of the current GHG reduction plan. The 2014 plan had a target of reducing energy *intensity*, and this approach is re-used in the 2019 plan. According to the report, achieving this goal would correspond to about 1% GHG reductions.

Solid Waste management and reductions.

The plan currently mentions the following programs under consideration: 1. Textile diversion program, target removing 2% of overall solid waste, and 2. Backyard composting program.

Ok, so what actions are in the Energy Plan?

Within the Energy Plan, there are three primary strategies outlined:

1. **Improve Corporate Practices:** Expand upon our policies and practices that support the energy conservation effort and show leadership and commitment within the Corporation and community.
 - a. The City has a corporate energy management team, and designated energy champion / lead is the manager of physical assets; energy procurement.
2. **Education, Awareness, Outreach.** Provide the guidance and leadership necessary to empower employees and develop a culture of conservation
 - a. Energy skills training for city employees.
 - b. Outreach, engagement.
 - c. Employee suggestions mechanism.

3. **Energy conservation action plan and energy information management.**

Continually identify and deliver energy conservation processes, programs and projects in all areas of the Corporation (facilities, fleet, equipment, water plants etc.).

- a. Specific actions planned include lighting upgrades (downtown, arena), new boiler (library), recommissioning facilities, regular energy consumption reviews.
- b. Continue monitoring to identify savings opportunities and performance.
- c. Energy presentation to staff, council, etc.
- d. Annual reporting and monitoring

CAT Observations and Reflections on Corporate Plan

- **Structure and management is welcome! Noting that community has a lead role in energy reduction and monitoring is good news. Activating city staff to contribute ideas and solutions is also a good approach.**
- **The Corporate Plan lacks detail and innovation, and focuses on energy efficiency in place of greenhouse gas emissions.**
- **According to the report, the energy plan components are not expected to produce enough GHG reductions to achieve even the modest 10% corporate target.**
- **Emissions attributed to waste reduction (relative to other corporate sources) seem high compared to other municipalities. It may be worthwhile reviewing these figures. Waste reduction efforts are valuable, but actions outlined here are not associated with strong commitments or targets, and do not appear likely to achieve more than marginal GHG emission reductions.**
- **Opportunities to reduce fleet emissions are missed; adopting a fleet strategy for emissions reductions, or electric vehicle strategy could reduce fleet operational costs and emissions.**
- **Encouraging and asking for community engagement throughout plan development and implementation can help build community buy-in.**

Community Plan

What does it cover?

Community Plans typically cover commitments by municipalities to reductions in the broader community.

What are the actions?

The City sets out four main program areas:

1. GHG Emissions Awareness Plan and Culture of Reduction
2. Energy Efficiency
3. Land-use and Growth
4. Active Transportation and Anti-Idling

PROGRAM 1: DEVELOPING GHG EMISSIONS AWARENESS AND A CULTURE OF REDUCTION

The community conservation culture will be created by:

1. Creating and maintaining a dedicated interactive online presence for GHG Emissions awareness and community reduction initiatives.
2. Having the City of Temiskaming Shores become the 'clearinghouse' for financial incentive programs, allowing the City to leverage available incentive funding to promote energy and fuel conservation and demand management programs for local residents, businesses and industries.
3. Helping organizations (commercial, industrial and institutional) to rationalize longer-term payback periods by identifying cost-saving opportunities and behaviour-based programs that can reduce energy consumption.
4. Working with local stakeholders on a public education campaign (public forums, local events tabling, etc.) to educate the community on the financial and environmental benefits of GHG emissions reduction.
5. Implementing an energy conservation or GHG emissions recognition program.
6. Using gamification, contests or reward programs to increase participation in conservation programs.
7. Educating the community on the benefits of the ENERGY STAR® program, particularly when purchasing new appliances and electronics, and the impact of phantom loads.

8. Continuing to promote provincial and national initiatives such as Earth Hour and recycling programs.
9. Supporting school programs to engage the community with GHG emissions reduction initiatives.
10. Working with regional partners to expand reduction culture beyond our community borders. This will help create additional program momentum within our own community.

CAT Observations and Reflections on Awareness and Culture

- **The City recognizes that there are many financial and incentive programs available; playing a clearinghouse role to support residents is a great idea.**
- **Working with the public, industry and business to communicate the benefits (and pathways) for reducing GHGs is welcome. We need to have everyone engaged to meet targets.**

PROGRAM 2: ENERGY EFFICIENCY

This will be achieved by:

1. Targeting conservation programs to older residential and commercial buildings, in areas identified as high consumption during the energy mapping process.
2. Seeking out programs and/or incentives and financing programs to assist residents to finance energy or GHG emissions reducing retrofits.
3. Lobbying provincial and national governments to extend and expand both energy conservation and GHG emissions reduction programs and funding.
4. Encouraging building owners to benchmark energy usage of their buildings and help develop an existing energy usage database for the community. This data can then be used to further improve the community's culture of conservation.
5. Continuing to encourage building owners/managers to consider third party energy efficiency programs such as LEED™ and BOMA BEST.
6. Encouraging builders to improve energy efficiency, GHG emissions and sustainability of new buildings beyond the Ontario Building Code, using third party programs.
7. Ensuring all new commercial, industrial and institutional buildings consider energy and water efficiency improvements during renovations or new builds.
8. Encouraging our regional partners to consider adopting similar standards

CAT Observations and Reflections on Energy Efficiency

- **Helping residents and business access financing will remove barriers to action.**
- **The City should establish targets for percent or number of existing homes or buildings that are retrofitted annually.**
- **The City should identify and implement opportunities for fuel switching, moving away from oil or natural gas heating to electric (via air source or ground source heat pumps).**
- **Strengthen commitment for commercial, residential and industrial buildings – instead of ensuring they ‘consider’ efficiency during new builds and retrofits identify incentives, guidance, and strong minimum standards using available municipal tools to drive substantial upgrades.**

PROGRAM 3: LAND USE AND GROWTH

Actions include:

1. Promoting pedestrian-friendly design through:
 - a. Creating convenient walking distances to transit and parks.
 - b. Expanding on dedicated walkways and pathways/trails to link activity nodes (e.g. home to work).
 - c. Encouraging compact, efficient mixed-use areas that optimize redevelopment and integrate residential, office and retail commercial developments.
2. Creating opportunities for GHG emissions reduction and energy conservation through:
 - a. Orienting new buildings to take advantage of solar gain.
 - b. Retaining/planting and maintaining shade trees for summer cooling and winter shelter.
 - c. Encouraging pedestrian and bicycle use over vehicle travel (where applicable and possible).
 - d. Encouraging the use of green infrastructure and systems (e.g. use of permeable surfaces, green facades, green/grass roofs and passive design landscaping, solar shading, use of recycled building and construction materials).
 - e. Enhancing the capacity of municipal staff to consider passive energy and GHG emissions reducing building measures through the planning approvals process, where feasible

CAT Observations and Reflections on Land use and Growth

- **Improving access and active transport and making it attractive and safe in all seasons to move around without vehicles will result in emissions reductions and substantial health benefits and improved quality of life for residents. Principles of compact, connected communities, protected bike lanes, complete streets, fifteen-minute neighbourhoods, all help reduce car dependence and emissions.**
- **The City should be more specific in which land-use tools in the municipal toolkit will be used to ensure high-level statements are operationalized, and to ensure that new forms of development or redevelopment demonstrate alignment with climate and sustainability goals.**
- **Restrict new green-field developments and encourage or provide incentives for redevelopment, infill within core community areas of New Liskeard, Haileybury, and Dymond.**

PROGRAM 4: ACTIVE TRANSPORTATION AND ANTI-IDLING CAMPAIGNS

The city will take the following actions to achieve this target:

1. Implement a corporate anti-idling policy and support anti-idling promotion throughout the community as a whole.
2. Supporting efforts to promote local work opportunities, ride sharing and reducing outbound commuting.
3. Continuing to emphasize the importance of sustainable transportation measures such as transit and active transportation.
4. Considering the feasibility of car share and cycling programs.
5. Supporting/encouraging school-oriented programs to increase active transportation initiatives and reduce vehicle idling near schools
6. Ensuring new and reconstructed arterial and collector roads are built as Complete Streets that are safe and accessible for pedestrians and cyclists of all ages, where feasible.
7. Exploring opportunities to modernize the local transit system by improving bus shelters, ticketing systems, routes and online accessibility.
8. Ensuring new development is transit friendly.
9. Working within the region to lobby government for inter-region public transportation options

CAT Observations and Reflections on Active Transportation

- **Anti-idling is a helpful strategy, but encouraging zero-emissions vehicles is better. Promote and support adoption of zero-emission vehicles through charging stations, and explore other opportunities to promote.**
- **Actions to promote active and public transit are welcome - Complete streets, improving transit service and experience – but more specifics are needed.**
- **Improving access and active transport, and making it attractive and safe in all seasons to move around without vehicles, will result in emissions reductions and substantial health benefits, and improved quality of life for residents. Principles of compact, connected communities, protected bike lanes, complete streets, fifteen-minute neighbourhoods, all help reduce car dependence and emissions.**

Thank you for the opportunity to provide feedback. Before this plan is adopted, we would like to see improvements to the plan, including details on how we can meet more ambitious targets. We should be aiming to cut our emissions by half in the next 10 years, and aiming for zero by 2050. For questions or further assistance with this project, please reach out to us at climateactiontimiskaming@outlook.com.

Who is Climate Action Timiskaming?

Climate Action Timiskaming (CAT) is a volunteer organization founded in 2018. Our goal is to fostering productive conversations around climate change in the Timiskaming region, and advance climate solutions within the municipalities of the region. We will do this through collaboration and partnership with municipalities, community organizations, faith groups, private sector leaders. We also engage directly with public and youth to create awareness of climate impacts and the benefits of climate action.

Established in 2018, the organization quickly attracted interest within the region.

Directors and Founders:

- Maria McLean
- Paul Cobb
- Erin Little
- Amanda Mongeon

Social Media:

- Twitter: @TimiskClimate · Facebook: <https://www.facebook.com/TimiskClimate>
- Instagram: climateactiontimiskaming

City of Temiskaming Shores Greenhouse Gas Reduction Plan: A Public Health Perspective

December 4, 2020

Thank you for the opportunity to provide feedback on the Temiskaming Shores Greenhouse Gas (GHG) Reduction Plan. The Temiskaming Health Unit undertook a review of this plan as part of our role in promoting the development of healthy built and natural environments that support health, and mitigate existing and emerging risks, such as climate change.

First, the City is to be commended for taking on this initiative and recognizing the importance of developing a plan to reduce both corporate and community greenhouse gas emissions. Taking action to mitigate the impacts of climate change can improve health outcomes and address health inequities across the lifespan both in the long-term, and in the near term, by lowering the risk of illness linked to physical inactivity, air pollution, and unhealthy eating patterns¹. Table 1, located in Appendix I, was generated by the Canadian Association of Physicians for the Environment (CAPE) and highlights some of the many health co-benefits of taking action on climate change².

The comments provided below focus on four main areas of the Temiskaming Shores GHG reduction plan: setting targets, developing a culture of emissions reduction, energy efficiency, and land use/active transportation. Recommendations are summarized below.

1. Setting Reduction Targets

In a scan conducted of other municipal GHG reduction plans, it was identified that the targets set out in the Temiskaming Shores plan are conservative by comparison. In our review, it was noted that the Greater Peterborough Area Climate Change Action plan sets targets that range from 15% to 39%, depending on the community. The City of Victoria has demonstrated leadership in climate action with targets of 80% below 2007 levels. The City has created a Climate Action Leadership plan along with significant consultation with stakeholders in order to meet these ambitious targets³.

The City of Sudbury has a goal of net zero emissions by 2050, and the municipality of Tay Valley, which has a similar size and demographic to the Timiskaming district, has committed to GHG reduction targets of 55% by 2030 (Corporate) and 45% by 2030 (Community)⁴.

According to the Federation of Canadian Municipalities (FCM), approximately 50% of greenhouse gas emissions in Canada are influenced by municipalities⁵. This puts municipalities in a prime position to be leaders in greenhouse gas reduction and climate action planning and implementation.

The Intergovernmental Panel on Climate Change (IPCC) notes that we are already seeing the consequences of 1°C of global warming. The IPCC reports that limiting additional warming to 1.5°C rather than 2°C would reduce the most severe impacts to ecosystems and human health. It would also provide more opportunities to implement adaptation strategies to reduce the hardships faced by our communities⁶. To avoid the most detrimental impacts from climate change, it is imperative that we collectively seek to meet aggressive targets and find innovative ways of achieving them.

2. Developing a GHG Emissions Awareness and a Culture of Reduction

Developing a culture of awareness and reduction is an important step towards both mitigating greenhouse gas emission and developing adaptation strategies to address climate change. Engagement in all aspects of our communities from individuals to industry will be required to mobilize and sustain action on climate change⁷. Reaching out to City staff, our communities and key partners for consultation on innovative strategies to reduce greenhouse gas emissions, as well as to identify monitoring and reporting tools, will help to strengthen this culture.

3. Energy Efficiency

The report reviewers found that this section could be strengthened by providing more detailed accounting on how greenhouse gas emissions were generated by sector, and the associated amount of greenhouse gas emissions (in tCO₂e) for each. This would provide an opportunity to develop specific accountability GHG reduction targets by sector. Further, it was noted that the GHG reduction target in the GHG reduction plan is 5% (Community) and 10% (Corporate) by 2027, while the energy intensity reduction target in the ECDM plan is 5% by 2024. It was not clear how the energy intensity reduction would translate to a reduction in GHG emissions.

Other considerations could be explored that focus on moving away from carbon intensive practices. In a review of other municipal climate plans, some of the considerations included: focusing on provincial initiatives that support electric vehicle uptake, reducing emissions from livestock through changing practices, switching to less carbon intensive fuels, and increasing uptake of distributed solar generation⁸.

Further, while backyard composting was mentioned in the corporate plan, there are many opportunities for reducing GHG related to food practices that also have many co-benefits to health such as lowering rates of diabetes and cardiovascular disease⁹. Our food systems are elaborate and complex, and food production is both a contributor to GHG emissions and it can also be severely impacted by climate change. Opportunities that could be explored include promoting regenerative agriculture, food waste reduction programs, supporting local food programs and composting.

4. Land Use and Growth and Active Transportation

The promotion of pedestrian friendly community designs and anti-idling campaigns are important considerations to reduce GHG emissions and also observe co-benefits to health. More specific details on how these designs and campaigns will be planned and developed is encouraged. Ensuring that there is active participation by the public and stakeholders will enrich the process and promote community buy-in. Projects should also provide more details regarding the potential GHG reductions that can be made and specific timelines for implementation.

Land use solutions that could be explored include restricting or providing incentives for redeveloping and restoring core downtown areas, while restricting urban sprawl into agricultural and natural lands.

The report reviewers were pleased to see a focus on healthy, active communities and on bicycle friendly activities. Active transportation is an important mitigating factor for climate change with co-benefits to health and should be promoted by planning compact, complete streets with spaces and facilities that make them safe and attractive to users in all seasons. In Montreal, one study showed that for every 7% increase in the length of the city's cycling network, a 2% reduction of greenhouse gas emissions was observed. As vehicular road users are diverted to modes of active travel, traffic congestion is reduced, thus making roads safer for all users¹⁰.

Other solutions to explore include increasing accessibility to bicycle racks in key destinations, increasing designated cycling lanes and sidewalks, and supporting other active transportation infrastructure improvements.

Summary of recommendations

1. Limiting global warming to 1.5C is critically important for the health and wellbeing of our communities. In order to achieve this we need to significantly reduce our greenhouse gas emissions and the City of Temiskaming Shores is well positioned to be a leader in climate action. Therefore, we recommend that the City of Temiskaming Shores consider more aggressive greenhouse gas reduction targets and more details on how these targets can be achieved.
2. We recommend engaging with the public and key stakeholders to determine innovative ways of achieving these targets, as well as implementing methods to monitor and report on their effectiveness. Many municipalities that are demonstrating leadership in climate action have introduced climate action working committees and/or task forces to help shape and provide depth to climate action plans.
3. The suggestions provided in the energy, active transportation and land use sections of this GHG plan are a good starting point. We recommend providing more detail on how emission reductions targets will be met and what projects or programs will be implemented to ensure their success. Increasing opportunities for community engagement and consultation will enrich the development of innovative solutions and increase awareness and support for a culture of GHG reduction.

Thank you for providing this opportunity to comment on the draft Temiskaming Shores Greenhouse Gas Reduction report. Initiating this project and conversation is critical to ensure that we stay below 1.5°C warming in order to avoid the most catastrophic impacts of climate change. Many of the actions that reduce GHG emissions have co-benefits to health and health equity and we commend the City on beginning this work.

The Timiskaming Health Unit is currently involved in a climate and vulnerability assessment collaborative project with six other northern health units. The purpose of this project is to develop a better understanding of the direct and indirect risk to health from current and projected climate variability in northern Ontario. We hope to connect more with the City both to inform this work and to provide support for municipal climate action strategies.

For further consultation on the Temiskaming Shores Greenhouse Gas Reduction plan, or other climate action activities, please contact Maria McLean at 705-647-4305, Ext. 2241 or mcleanm@timiskaminghu.com.

Contributors:

Maria McLean, Public Health Inspector
Kerry Schubert-Mackey, Director
Amanda Mongeon, Program Manager

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Table 1. Highlights of Health Co-benefits of Climate Actions (CAPE, 2019)

Table 1: Highlights of Health Co-benefits of Climate Actions		
Action	Benefits for climate	Benefits for health
Energy use and production <ul style="list-style-type: none"> • Replacing fossil fuels with renewable energies • Reduce the demand for energy through energy efficiency and other measures • Improve energy efficiency in buildings 	<ul style="list-style-type: none"> • Reduce emissions of carbon dioxide, black carbon, methane and other climate pollutants 	<ul style="list-style-type: none"> • Improve air quality by reducing exposure to outdoor air pollution with a corresponding reduction in risk of cardiovascular disease, chronic and acute respiratory illnesses, lung cancer, and preterm birth • Improve indoor environments to reduce energy poverty and respiratory and cardiovascular illnesses
Transportation <ul style="list-style-type: none"> • Increase fuel efficiency • Use alternative fuels • Decrease the demand for motorized transportation • Give higher priority to active transportation and transit • Improve the cycling and walking environment 	<ul style="list-style-type: none"> • Reduce emissions of climate pollutants by reducing vehicle travel and lowering emissions from vehicles 	<ul style="list-style-type: none"> • Improve air quality with a corresponding reduction in health impacts (see above) • Increase physical activity which reduces the risk of all-cause mortality, cardiovascular disease, obesity, type II diabetes, and certain types of cancer • Fewer vehicle-related deaths and injuries from improved cycling and walking infrastructure
Buildings and communities <ul style="list-style-type: none"> • Increase urban density and diversity of land uses • Increase urban green spaces and forests 	<ul style="list-style-type: none"> • Reduce emission of climate pollutants by reducing vehicle travel and emissions from vehicles • Reduce atmospheric carbon dioxide (CO₂) by sequestering carbon in plants and soil and reducing cooling needs 	<ul style="list-style-type: none"> • Improve air quality by reducing vehicle travel • Increase physical activity by fostering active travel • Reduce ambient temperatures and heat island effect with green space • Reduce noise pollution with increased green space • Improve mental health with increased access to green space • Improve water quality with increased green space
Food consumption <ul style="list-style-type: none"> • Shift diets to emphasize foods of plant origin • Reducing the amount of food that is wasted 	<ul style="list-style-type: none"> • Lower CO₂ and methane (CH₄) emissions from energy-intensive livestock systems and less food waste 	<ul style="list-style-type: none"> • Improve diets (less meat, more fruits and vegetables) which decreases risk of heart disease, stroke, colorectal cancer, diabetes and other diseases • Improve food security • Improve air quality by reducing CH₄ emissions that contribute to ground-level ozone
(Source: Smith et al., 2014; WHO, 2011; WHO, 2018)		

The Corporation of The City of Temiskaming Shores

By-law No. 2020-124

Being a By-law to amend By-law No. 2017-154 to rezone the 333 Rorke Avenue from Community Facilities (CF) to High Density Residential Exception 19 (R4-19) Zone to permit the conversion of the former Haileybury Public School into apartment dwellings

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited; and

Whereas By-law No. 2017-154 regulates the use of land and the use and erection of buildings and structures within the Corporation of the City of Temiskaming Shores; and

Whereas Council considered Administrative Report No. CS-049-2020 at the Regular Council meeting held on December 15, 2020 and directed staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 to rezone the property from Community Facilities to High Density Residential Exception 19 (R4-19); and

Whereas the Council of the Corporation of the City of Temiskaming Shores deems it advisable to amend By-law No. 2017-154 as hereinafter set forth.

Now therefore be it resolved that the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. The property affected by this By-law is located at 333 Rorke Avenue (Haileybury Public School), PLC 18550 SEC SST; LT 336-357 PL M73NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING.
2. By-law No. 2017-154 is hereby amended as follows:
 - (a) Schedule 'J4' of By-law 2017-154 is hereby amended by rezoning the affected property from "Community Facilities (CF) Zone" to "High Density Residential Exemption 19 (R4-19) Zone" in accordance with the provisions of this By-law.
 - (b) By-law No. 2017-154, as amended, is hereby further amended by adding the following information in the 'R4-18' row in Section 6.5.4:

Exception	By-law	Location	Schedule	Special Provisions
R4-19	2020-124	333 Rorke Avenue	J4	<ul style="list-style-type: none">• The minimum southerly exterior side yard shall be 0.4m• The maximum building height shall be 13.5m

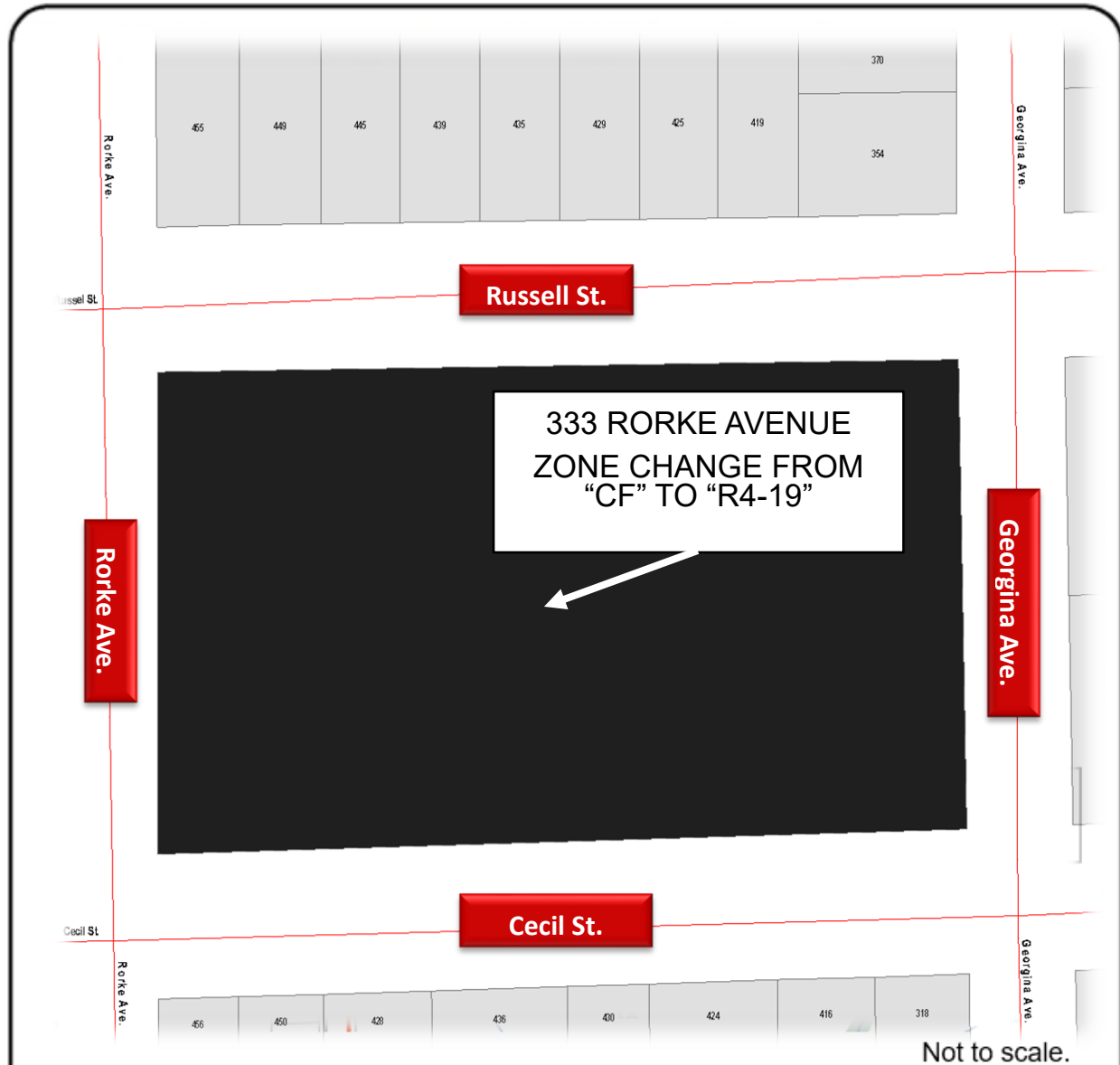
3. This By-law shall come into full force and effect in accordance with Section 34 (19) of the *Planning Act*, R.S.O. 1990.

Read a first, second and third time and finally passed this 15th day of December, 2020.

Mayor – Carman Kidd

Clerk – Logan Belanger

Schedule 'A'



Not to scale.

Schedule "A" To By-law No. 2020-124

Certificate of Authentication

This is Schedule "A" to By-law No. 2020-124

Passed this 15th day of December 20 20

Mayor

Clerk

333 Rorke Avenue; Haileybury
(Haileybury Public School), PLC
18550 SEC SST; LT 336-357 PL
M73NB BUCKE; TEMISKAMING
SHORES; DISTRICT OF
TIMISKAMING.

Prepared November 26, 2020

The Corporation of the City of Temiskaming Shores

By-law No. 2020-125

Being a by-law to authorize the entering into a Collective Agreement between The Corporation of the City of Temiskaming Shores and the Canadian Union of Public Employees (CUPE) and its Local 5014

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

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

Whereas it is the desire of both parties to this Collective Agreement:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer, its employees and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to work conditions, employment, services, etc.
- 3) To encourage efficiency in operation; and
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union; and

Whereas it is deemed desirable to enter into a Collective Agreement with the Canadian Union of Public Employees and its local 5014 for the period of January 1, 2021 to December 31, 2023;

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts the following as a by-law:

1. That the City Manager and the Director of Corporate Services be authorized to execute the Collective Agreement with the Canadian Union of Public Employees and its local 5014, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.

Read a first, second and third time and finally passed this 15th day of December, 2020.

Mayor – Carman Kidd

Clerk – Logan Belanger



Schedule “A” to

By-law 2020-125

Collective Agreement between

The Corporation of the City of Temiskaming Shores

And

The Canadian Union of Public Employees and its Local 5014

2021 - 2022 – 2023

COLLECTIVE AGREEMENT

B E T W E E N

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

- AND -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL UNION 5014.**
(hereinafter called the "Union")

PARTY OF THE SECOND PART

Effective Dates:

JANUARY 1, 2021 to DECEMBER 31, 2023

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PREAMBLE**Whereas it is the desire of both parties
to this Collective Agreement:**

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer, it's employees and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining on matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement;

AND WHEREAS the particulars of this Collective Agreement which follow set out the entire Agreement between the parties, and there is no other history, representations or practice being relied upon by the parties.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 MANAGEMENT RIGHTS

- 1.01 Except where specifically restricted by the terms of this Collective Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects. The question of whether any of these rights is limited by this Collective Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 2 SCOPE AND RECOGNITION

Bargaining Unit

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 5014 as the sole and exclusive collective bargaining agent for all of its employees save and except students, employees employed in a confidential capacity in matters relating to labour relations, Chief Building Official, supervisors and persons above the rank of supervisor. For the purposes of clarity, the following positions are agreed excluded from the Bargaining Unit; City Manager, Director of Corporate Services, Director of Recreation, Manager of Environmental Services, Manager of Transportation Services, Clerk, Treasurer, Fire Chief, Superintendent of Parks and Facilities, Superintendent of Programming, Superintendent of Transportation Services, Superintendent of Environmental Services, Information Technology Administrator, Deputy Clerk, Deputy Treasurer, and Library Services.

Representatives of the Canadian Union of Public Employees

- 2.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises in order to meet with union officials and deal with any matters arising out of this Collective Agreement upon giving appropriate notice.

No Other Agreements

- 2.03 No employee shall be required or permitted to make any written or verbal agreement with the Employer or his/her representatives, which may conflict with the terms of this Collective Agreement.

ARTICLE 3 NO DISCRIMINATION

- 3.01 The Employer and Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the manner of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, record of offences, disability, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, all as set out and defined by the *Ontario Human Rights Code*, nor by reason of membership or activity in the Union, or any other reason.

ARTICLE 4 UNION SECURITY AND CHECKOFF

Union Security

- 4.01 All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

Deductions

- 4.02 Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wages deductions have been made. This list shall also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

Work of the Bargaining Unit

- 4.03 Non-bargaining unit employees shall not perform work normally done by members of the bargaining unit except in cases of emergency, instruction, training on equipment or where bargaining unit personnel are not immediately available to perform their normal duties or where client service is jeopardized.

New Employees

- 4.04 (a) The Employer agrees to acquaint new employees with the fact that a Union Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- (b) The Employer agrees that a Local Union representative shall be given the opportunity to interview each newly-hired Full Time Employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of his/her rights and obligations under the terms of this Collective Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed fifteen (15) minutes duration.

T4 Slips

- 4.05 Union dues deducted from the pay of each employee shall be shown on the employee's T4 slip.

Contractors

- 4.06 The Employer will not contract out any work of the bargaining unit to the extent that such contracting-out results in the lay-off or reduces the regular hours of work of any Permanent Full Time or Permanent Part Time Employee in the bargaining unit.

ARTICLE 5 DEFINITIONS**Full Time Employee**

- 5.01 A Full-Time Employee shall be defined to mean an employee who is regularly scheduled to work more than twenty-four (24) hours per week.

Part Time Employee

- 5.02 A Part-Time Employee shall be defined to mean an employee who is regularly scheduled to work no more than twenty-four (24) hours per week.

Continuous Employment

- 5.03 Means unbroken service commencing on the first day of employment as a Permanent or Permanent Part-Time Employee in the employ of the Employer or its predecessor municipalities.

Probationary Employees

- 5.04 A Probationary Employee shall be defined to mean an employee employed in the service of the Employer during the Probationary Period.

Permanent Employee

- 5.05 A Permanent Employee shall be defined to mean an employee employed in the service of the Employer who has successfully completed the Probationary Period.

Temporary Employee

- 5.06 A Temporary Employee shall be defined to mean an employee covered by the Letter of Understanding governing Temporary Employees which is hereby incorporated into and forms part of this Collective Agreement.

ARTICLE 6 PROBATIONARY PERIOD

- 6.01 All employees, other than Temporary Employees (who are governed by the applicable Letter of Understanding), are required to serve a Probationary Period of one hundred and twenty (120) days worked and will have no seniority rights until the Probationary Period is successfully completed.
- 6.02 After successful completion of the Probationary Period, an employee shall be credited with seniority from the last date of hire with the Employer.
- 6.03 Entitlements under this Collective Agreement specifically afforded to Permanent Employees will not apply to Probationary Employees.

ARTICLE 7 NO STRIKES/NO LOCKOUTS

- 7.01 In view of the orderly procedures established by this Collective Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Collective Agreement, there shall be no strike, and the Employer agrees that there shall be no lockout, in accordance with Provincial Government Laws and Regulations.

ARTICLE 8 CORRESPONDENCE

- 8.01 All correspondence between the parties, arising out of this Collective Agreement or incidental thereto shall pass to and from the Administrator or his/her designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union and the Director of Corporate Services of the Employer or his/her designate.

ARTICLE 9 UNION / MANAGEMENT RELATIONS

Representation

- 9.01 (a) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

Union Officers and Committee Members

- (b) Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Collective Agreement, without loss of remuneration for processing grievances (as per Article 10), attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All regular time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

Bargaining Committee

- 9.02 A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Employer, as appointees of the Employer, and not more than four (4) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee. Both parties shall also be entitled to have one person as an advisor/spokesperson on their committee.

Union - Management Committee

- 9.03 A Union - Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 4) Correcting conditions causing grievances and misunderstandings.

Meetings of Committee

Meetings will be held at mutually agreed upon times and will normally be scheduled once every three (3) months. Meetings shall normally be scheduled for a maximum of one (1) hour in duration. By mutual consent the Parties may change the frequency and duration of meetings. The Committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. When meetings are held during an employee's working hours, then, no loss of regular pay will result from his/her attendance at the Committee meeting.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the signing.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Health and Safety Committee

- 9.04 (a) The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness.
- (b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various areas of bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once every three (3) months. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- (c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to have a representative accompany him or her on such inspections. Scheduled time spent in all such activities shall

be considered as time worked at time and one half (1 ½) to a maximum of two (2) hours per instance.

- (d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 10 GRIEVANCE PROCEDURE

- 10.01 The parties to this Collective Agreement are agreed that it is of the utmost importance to address and resolve grievances as quickly as possible.
- 10.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- 10.03 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards as set out herein. The Steward may assist any employee, which the Steward represents, in preparing, and processing his/her grievance in accordance with the grievance procedure. As far as practicable the investigation and submission of Grievances will be carried on outside regular working hours so as to reduce the loss of productivity to a minimum.
- 10.04 Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.
- 10.05 For the purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.
- 10.06 The Grievance Committee shall be composed of not more than four (4) members of the Union plus the Union Steward directly involved with the grievance.
- 10.07 The Union shall supply the Employer a list of the members on the Grievance Committee and of its Stewards and Officers as soon as they are elected/appointed.

Grievances will be processed in the Following Steps

- 10.08 **Step One** Within ten (10) working days following the circumstances giving rise to the concern, the employee will meet with his/her supervisor to attempt to resolve the concern. This is an informal process. The employee may request the assistance of a Union Steward. If the concern is not resolved the employee may proceed to Step Two.

- (b) The formal grievance procedure shall be as follows:

i) **Step Two**

Within ten (10) working days following the discussion with the Supervisor, the employee with the assistance of a steward shall put the grievance in writing and take the matter up with the applicable Manager/Director. Within five (5) working days after the grievance has been referred, the Manager/Director, or his/her designate, shall meet with the grievor and a Union Steward to discuss the grievance. A written reply to the grievance shall be given within five (5) working days after this meeting has been held.

ii) **Step Three**

Failing satisfactory settlement, the grievance may, within ten (10) working days following the said reply, be referred to the Director of Corporate Services by the steward or the Grievance committee. Within ten (10) working days after a grievance has been referred to him/her the Director of Corporate Services or his/her designate, shall meet with the grievor and a steward and/or a Union Representative to discuss the grievance. A written reply to the grievance shall be given within ten (10) working days after this meeting has been held.

Discharge Grievance

If a grievance involves the discharge of an employee, such a grievance shall proceed to Step Three of the grievance procedure and must be presented in writing, dated and signed, by both the grievor and the Union Steward within ten (10) working days following discharge.

Policy and Group Grievances

The Employer, the Union, or the Union on behalf of a group of employees may file a grievance concerning the general application, interpretation, or administration of this Collective Agreement. Such grievance shall be reduced to writing, dated and signed, and processed at Step Three of the grievance procedure within fifteen (15) working days after the circumstances causing the grievance.

iii) **Step Four – Arbitration**

If a grievance is to be referred to arbitration by either party, it shall be so referred within ten (10) working days after the reply at Step Three.

Composition of the Board of Arbitration

10.09 The written notice in Article 10.08 shall include the name and address of the referring party's nominee on an Arbitration Board. Within five (5) working days, the other party shall answer indicating the name and address of its nominee to the Arbitration Board. The two nominees shall within five (5) working days of the appointment of the second nominee appoint a third person who shall be the chairperson.

Failure to Appoint

10.10 If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

Expenses of the Board

10.11 Each party shall pay:

- (a) The fees and expenses of the nominee it appoints;
- (b) One-half the fees and expenses of the Chairperson.

Sole Arbitrator

10.12 Notwithstanding anything contained in this Article, the parties may, by mutual agreement in writing, appoint a person to hear and determine a grievance as a sole arbitrator. Any sole arbitrator so appointed shall be otherwise subject to the terms of this Article.

Decision of the Board

10.13 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Collective Agreement or to alter, modify or amend any of its provisions.

Mediation

10.14 Once a grievance has been processed for arbitration both parties may by mutual consent, agree to use the services of a mediator. The parties agree to share the costs of the mediation.

Leave for Grievor to Attend Arbitration Hearing

10.15 The Employer will allow a leave of absence with regular pay and benefits and without loss of seniority for a grievor to attend his/her Arbitration hearing. The Union shall reimburse the Employer for receipt of such pay.

10.16 Employee witness(es) summoned to attend arbitration hearings by the Union will be granted paid leave of absence by the Employer, the Employer may then bill and be reimbursed by the Union for such wages. Any expenses incurred by such witnesses will be paid by the Union.

Notice

10.17 Any written notice under the Collective Agreement shall be given to the person specifically designated by the Union and the Employer respectively.

ARTICLE 11 DISCHARGE, SUSPENSION AND DISCIPLINE

Clearing the File

11.01 After the completion of twenty-four (24) clear months wherein no additional disciplinary notations have been placed on the employee's record, such disciplinary warning shall not support further disciplinary action.

Discharge and Discipline Procedure

- 11.02 (a) The Employer may, when acting in good faith, demote, discipline, suspend or discharge a Probationary Employee for any non-discriminatory reason, provided that a Probationary Employee shall have recourse to the grievance procedure.
- (b) A Permanent Employee may be dismissed or disciplined for just cause. Whenever the Employer or a representative of the Employer deems it necessary to dismiss or discipline an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring her/his work up to a required standard, the Employer shall, within five (5) working days thereafter, hold a meeting with the employee and a Union Steward, if requested to do so by either. A letter with written particulars shall be given to the employee and a copy sent to the Secretary of the Union.

Access to Personnel File

11.03 An employee, on making an appointment, shall have the right during normal business hours of the administration office to have access to a copy of and review his/her personnel file. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

Right to have Steward present

11.04 Where a Supervisor or other Employer representative intends to interview an employee concerning any matter that might reasonably be anticipated to result in disciplinary action, then, the Employer shall notify the President of Local 5014 and the employee sufficiently in advance of the interview to arrange for a Union Representative to attend the interview. In no circumstances shall the interview be delayed more than twenty-four (24) hours to permit such attendance.

ARTICLE 12 SENIORITY

Seniority Defined

12.01 Seniority is defined as the length of service with the Employer in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, as set out in the following provisions. Seniority shall operate on a bargaining-unit-wide basis.

Part-time employees will accumulate seniority in hours. When they become full time their seniority date will be determined by the calculation of seniority in accordance with the Letter of Understanding on Calculation of Seniority.

Seniority List

12.02 The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January, May and September of each year.

All seniority, vacation and other credits obtained under this Collective Agreement shall be retained and transferred with the employee when reclassified.

Loss of Seniority

12.03 Notwithstanding the other provisions of Article 12, and unless otherwise specifically provided in this Collective Agreement, seniority previously accumulated shall be lost and the employee ceases to be an employee of the Employer when he/she:

- (a) is discharged for just cause and not reinstated through the grievance process;
- (b) quits employment, provided the quit has not been rescinded within three (3) working days. Notwithstanding the foregoing, the Parties understand and agree that in the event that an employee rescinds their decision to quit employment, then, the Employer is not precluded by the passage of time or otherwise from subsequently pursuing any appropriate disciplinary action which the Employer would have taken in respect of the subject employee but for the employee's decision to quit employment;
- (c) is not recalled to work within twenty-seven (27) months from the date of layoff or does not perform work in the bargaining unit for twenty-seven (27) consecutive months, except as provided by law;
- (d) is absent from work for three (3) consecutive working days without prior notification to the Employer and without reasonable excuse;
- (e) fails, without reasonable excuse, to return to work following notice of recall within seven (7) calendar days of the posting of a registered letter of recall addressed to the employee's last listed address on file with the Employer. It shall be the responsibility of the employee to keep the Employer informed of his/her current address;
- (f) retires; or,
- (g) dies.

Transfers and Seniority Outside Bargaining Unit

- 12.04 (a) Subject to the provisions of 12.04(b), no employee shall be transferred to a position outside the bargaining unit without her/his written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall continue to accrue bargaining unit seniority for a maximum period of six months. If such an employee later returns to the bargaining unit within the six months, then, he/she shall return to his/her previous position. In the event of such return, the affected employee(s) will revert to his/her/their former position(s). If an employee fails to return to the bargaining unit within six months, then, all previously accrued bargaining unit seniority will be lost.
- (b) The Parties agree that an employee transferred to a position outside the bargaining unit to temporarily replace an employee on pregnancy or parental leave shall be subject to all of the same provisions as set out in Article 12.04(a) except that such employee shall accrue his/her seniority and the applicable rights upon return to the bargaining unit for a maximum period of eighteen (18) months. In such case, if an employee fails to return to the bargaining unit within eighteen (18) months, then, all previously accrued bargaining unit seniority will be lost.

ARTICLE 13 PROMOTIONS AND STAFF CHANGES

Job Postings

- 13.01 (a) When the Employer decides there is a Full Time vacancy of either a temporary (expected to last at least three months) or permanent nature or a new position is created within the bargaining unit, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of five (5) working days so that interested employees can apply.
- (b) When the Employer decides there is a Part Time or Temporary position vacancy, the position shall be posted concurrently both internal and external.
- (c) The successful applicant for a full-time vacancy will fill the vacancy within six (6) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

Information in Postings

- 13.02 The job posting notice shall contain the following information: nature of the position; qualifications; shift, wage or salary rate or range.

No Outside Advertising

- 13.03 No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in Article 13.01.

Recognition of Seniority

- 13.04 Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

Methods of Making Appointment

- 13.05 In filling vacancies, appointments shall be made on the basis of seniority, skill and ability. Where skill and ability, are relatively equal, then, seniority shall govern. Appointments from within the bargaining unit shall normally be made within three (3) weeks of posting.

Familiarization Period

- 13.06 The successful applicant shall be given a trial period of one (1) month. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of one (1) month. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

Notification to Employee and Union

- 13.07 Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

Postings while on Vacation or Leave

- 13.08 When an employee will be absent on vacation, and/or a leave of absence, the employee may advise his/her manager, in writing, and no more than seven days prior to beginning the vacation, that he/she wishes to be considered for any potential job posting which might arise during his/her vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

Changes in Classification

- 13.09 When the duties of any job are significantly changed or increased, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change of job duties.

ARTICLE 14 LAYOFFS AND RECALLS

Definition of Lay-Off

14.01 A lay-off shall be defined as a reduction in the work force.

Role of Seniority in Layoff

- 14.02 (a) Both Parties recognize that job security should increase in proportion to length of seniority. Therefore, in the event of a layoff, affected employees shall be laid off in reverse order of their seniority by classification provided that the remaining jobs shall be filled, at all times by qualified employees.
- (b) An employee receiving a layoff notice may bump the most junior employee in a lower classification provided that the employee exercising the bumping right has the ability and qualifications to perform the subject position without training.
- (c) The employee who displaces another employee and moves to a position with a lower wage rate shall be paid at the applicable lower wage rate upon assuming the position in question. In such circumstances the employee bumping into the lower Group/Classification within Appendix "2" shall be placed on the Wage Grid at the same Step on the Grid as that employee previously occupied in their own Group and Classification prior to exercising the bumping right.

Recall Procedure

- 14.03 (a) Employees who are displaced or laid off under Article 14.02 shall be placed on a Recall List and shall be eligible for recall to available work in their classification at the time of layoff or in a lower rated classification provided that the employee has the ability and qualifications to perform the subject position without training.
- (b) Upon recall, the employee shall be paid at the applicable wage rate for the position in question. In the event that the employee is recalled to a lower rated Group/Classification within Appendix "2", then, the employee will be placed at the same Step on the Wage Grid as the employee last occupied prior to lay off.
- (c) Employees will remain on the Recall List until they have been recalled to their original position or for twenty-seven (27) months whichever comes first.

No New Employees

14.04 New employees shall not be hired until those laid off have been given an opportunity of recall pursuant to Article 14.03.

Advanced notice of layoff

14.05 Notice of layoff shall be posted at the following sites: City Hall; Don Shepherdson Memorial Arena; Shelley Herbert-Shea Memorial Arena; The Pool and Fitness Centre; and, Public Works Complex, and shall be provided in writing to the employee(s) immediately affected. Where applicable such notice shall be in

accordance with the *Employment Standards Act, 2000, S.O. 2000, c.41* as amended.

Notice to Union

14.06 The Union shall receive five (5) days notice of any layoffs that the Employer expects will exceed ten (10) working days. The Union Management Committee shall meet during this period if requested by either party, to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Severance Pay

14.07 Severance pay shall be paid as per the *Employment Standards Act*.

ARTICLE 15 HOURS OF WORK

No Guarantee of Hours

15.01 The provisions of this Article 15 do not constitute a guarantee of hours of work or of a particular schedule.

Normal Hours of Work

15.02 The normal hours of work are as follows:

(a) **Office and Technical Hourly Rated Employees and Salaried Employees**

- 8:30 a.m. – 4:30 p.m. with a one (1) hour unpaid meal period, worked Monday to Friday.

(b) **Public Works Hourly Rated Employees**

- Eighty (80) working hours in a pay period of two (2) weeks;

i) **Winter operations**

- A Winter Operations Plan will be prepared and will be posted by no later than October 15th of each calendar year. The Parties understand and agree that the applicable Winter Operations Plan is hereby incorporated into and forms part of this Collective Agreement;
- The Winter Operations Plan provides for twenty-four (24) hour seven (7) day per week coverage;
- The shifts for winter hours are as follows:
 - Winter Day shift – 6:30 a.m. – 3:00 p.m. with a thirty (30) minute unpaid meal period worked Sunday through Saturday;
 - Winter Evening shift – 3:00 p.m. – 11:30 p.m. with a thirty (30) minute unpaid meal period worked Sunday through Saturday;

- Winter Night shift – 10:00 p.m. – 6:30 a.m. with a thirty (30) minute unpaid meal period worked Sunday through Saturday.

ii) **Regular Operations**

- Five (5) consecutive eight (8) hour days worked on a scheduled Day shift – 6:30 a.m. – 3:00 p.m. with a thirty (30) minute unpaid meal period worked Monday to Friday inclusive.

(c) **Recreation Hourly Rated Employees**

- Parks Operations who are employed in Recreation – 7:30 a.m. – 4:00 p.m. with a thirty (30) minute unpaid meal period worked Sunday through Saturday.
- Arena Operations – eight (8) hour shifts as follows:
 - Day shift – 7:30 a.m. – 4:00 p.m. with a thirty (30) minute unpaid meal period, worked Sunday through Saturday;
 - Evening shift – 4:00 p.m. – 12:00 midnight with a thirty (30) minute paid meal period, worked Sunday through Saturday.
- Recreation Employees at the Arenas and Parks may within an eighty (80) hour pay period be granted forty-eight (48) or seventy-two (72) consecutive hours off.
- Pool and Fitness Centre Administration – 8:00 a.m. – 4:00 p.m. with a thirty (30) minute unpaid meal period worked Monday to Friday.
- Full-time Building Maintenance Employees – 7:30 a.m. – 4:00 p.m. with a thirty (30) minute unpaid meal period worked Monday to Friday.
- Full-time City Hall Custodial staff – 4:00 p.m. – 12:00 midnight with a thirty (30) minute paid meal period, worked Monday to Friday.
- Full-time Pool and Fitness Centre Custodial staff – 4:00 a.m. – 12:00 noon with a thirty (30) minute paid meal period worked Monday to Friday.
- Full-time Custodial Staff - Various Locations: Tuesday to Saturday.

Alteration of Hours of Work and Schedule

15.03 The Employer reserves the right to establish and alter starting and quitting times and to amend the shift schedule as necessary upon providing two (2) working days advance notice except in cases of emergency.

Breaks

- 15.04 (a) Except where otherwise specifically provided elsewhere in this Collective Agreement, employees shall receive two (2) rest breaks of fifteen (15) minutes each per shift. One rest break shall be during the first half of the shift and the second rest break during the second half of the shift. Employees in certain jobs that require constant attendance shall remain on the work site during the break as required.
- (b) A thirty (30) minute paid rest break will be provided to all employees who are required to work more than two (2) hours beyond the completion of their regularly scheduled shift. Every attempt will be made to schedule this break at the end of the regularly scheduled shift.
- (c) Where an employee is required to work more than three (3) hours beyond the completion of their regularly scheduled shift and where the employee is not permitted to leave the job site, then, the Employer shall, at its sole discretion, either, provide a meal or provide the employee with a meal allowance in the amount of ten dollars (\$10.00).
- (d) Paid breaks and meal periods shall be arranged and authorized by the Employer.

ARTICLE 16 EXTENDED HOURS OF WORK AND OVERTIME**Authorization Required for Extended Hours of Work and for Overtime hours**

- 16.01 All extended hours of work and all overtime hours worked must, where feasible, be authorized, in advance, in writing, by the Employer. Anytime an employee is specifically asked by the Employer to work overtime the verbal request will be deemed as authorization. Where necessary extended hours or overtime hours have not been so authorized due to operational limitations, then, the employee must report the applicable hours and have the same approved, in writing, after the fact, by the Employer, within two (2) working days of the performance of the subject extended hours or overtime hours.

Overtime Hours Defined

- 16.02 (a) For hourly rated full time employees overtime hours shall mean all hours worked in excess of scheduled hours and all hours worked on a scheduled day of rest;
- (b) For salaried employees overtime hours shall mean all hours worked in excess of forty four (44) hours in a week and all hours worked on a scheduled day of rest; and,
- (c) For hourly rated part time employees overtime hours shall mean all hours worked in excess of forty (40) hours worked in a week and shall otherwise be governed by the provisions of the Employment Standards Act, 2000, as amended.

Extended Hours Defined

- 16.03 For salaried employees Extended Hours shall mean all hours worked in excess of thirty-five (35) hours in a week and up to forty-four (44) hours in a week.

Overtime Rate of Pay Defined

- 16.04 (a) Hourly rated full time employees shall receive one and one-half (1 ½) times their applicable wage rate for all overtime worked, up to a maximum of eight (8) hours in a day in excess of their regularly scheduled daily hours and for all overtime hours worked, up to a maximum of eight (8) hours in a day, on a scheduled first day of rest;
- (b) Hourly rated full time employees shall receive two (2) times their applicable hourly wage rate for all overtime worked in excess of eight (8) hours of overtime on a regularly scheduled day of work and for all overtime hours worked in excess of eight (8) hours of overtime on a scheduled first day of rest and for all hours of overtime worked on a scheduled second day of rest or third consecutive day of rest where applicable; and
- (c) Hourly rated part time employees shall receive one and one half (1 ½) times their hourly rate of pay for all overtime hours worked in excess of forty (40) hours of work in a week; and,
- (d) Salaried employees shall receive one and one-half (1 ½) times their deemed hourly rate of pay for all overtime hours worked in excess of forty-four (44) hours of work in a week and all hours worked on a scheduled day of rest.

Banking of Overtime for Hourly Rated Employees

- 16.05 An hourly rated full time employee shall have the choice of receiving payment for overtime hours worked in accordance with the overtime rate of pay specified in Article 16.04 or banking overtime hours worked at the applicable rate for each such overtime hour worked up to a maximum of eighty (80) hours of time off in lieu of overtime pay.

Taking banked in lieu time off must be approved by the Employer and will only be allowed when it is operationally possible. Any such banked time off in lieu not taken by December 31 of each calendar year shall be paid out to the hourly rated employee.

Banking of Extended Hours for Salaried Employees

- 16.06 A salaried employee shall be able to bank a maximum of eighty (80) hours of time off in lieu at the rate of one (1) hour banked for each Extended or Overtime Hour worked at the applicable overtime rate.

Taking banked time off must be approved by the Employer and will only be allowed when it is operationally possible. Any such banked time off not taken by December 31 of each calendar year shall be paid out to the salaried employee on the basis of one hundred percent (100%) of the unused banked hours multiplied by the employee's deemed hourly rate of pay.

Call-Out

- 16.07 (a) An hourly rated employee, who has completed the employee's regularly scheduled shift and subsequently leaves work and is subsequently recalled

to work the same day, shall receive a minimum of four (4) hours work at the applicable overtime rate of pay. For the purposes of this Article the Employer may assign the employee to work on any available job.

Stand-By

- (b) A Crew Leader or designate who is on Stand-By, shall be paid a minimum of three (3) hours at the applicable hourly rate of pay for each Friday, Saturday, Sunday and Paid Holiday when scheduled to be on Stand-By. The hours can be paid or banked (in accordance with Article 16.05) at the applicable hourly rate, at the discretion of the employee.
- (c) A Crew Leader, or designate, while on Stand-By, shall receive the applicable overtime rate of pay for all time worked in response to any call. The hours can be paid or banked (in accordance with Article 16.05) at the applicable hourly rate, at the discretion of the employee.
- (d) In the event the Crew Leader or designate must call in an employee(s) the Crew Leader or designate shall receive a minimum of four (4) hours work at the applicable overtime rate of pay when physically required to respond with the employee(s). The hours can be paid or banked (in accordance with Article 16.05) at the applicable hourly rate, at the discretion of the employee.
- (e) For the purposes of clarity, Call-Out or Stand-By does not apply to Salaried Employees.

Overtime Distribution

16.08 Overtime will be distributed on a rotational basis in order of seniority among available and qualified employees by department. For clarity the Parties understand and agree that within the Public Works Department separate lists will be maintained for this purpose for each of: Water and Sewer; and, Roads. If sufficient volunteers are not obtained, then, junior employees in reverse order of seniority may be required and scheduled to work such overtime hours. The Employer will attempt to give as much notice for overtime as practicable.

Equalizing Overtime

16.09 The employee shall not be required to reduce his regular hours of work to offset any hours worked at overtime premium.

Computing Paid Holidays

16.10 All paid holidays as outlined in Article 17.01 not worked, shall for the purposes of computing weekly overtime, be considered as a day worked.

ARTICLE 17 HOLIDAYS

17.01 The following Holiday Pay provisions apply to all employees:

List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day (July 1st)
Family Day	Civic Holiday
Labour Day	Good Friday
Thanksgiving Day	Remembrance Day (if a regularly scheduled work day for the employee)
Easter Monday	Christmas Day
Queen's Birthday	Boxing Day

The Employer agrees to grant employees two floating days off with pay to be taken on a day mutually agreed upon between the Employer and the employee. The Employer and the Union may, by agreement, set a date for one or both floaters for all employees.

The Holiday pay qualifying rules found in the *Employment Standards Act* apply to all Holidays set out in the Collective Agreement.

Eligibility

17.02 For clarity and notwithstanding the provisions of Article 17.01 the Parties agree that an employee is eligible for a paid holiday if he/she:

- (a) is on the active payroll; and,
- (b) has worked all of the employee's regularly scheduled day of work immediately prior to and all of the employee's regularly scheduled day of work immediately following a holiday, unless the absence is approved in advance, in writing, by the employee's Supervisor or the employee can show reasonable cause for not working such days.

Payment for Holidays

- 17.03 (a) Subject to the provisions of sub-paragraphs b), c) and d) below and subject to the Letter of Understanding Concerning Holiday Pay for Public Works Employees Working four (4) ten (10) hour shifts which is attached hereto and forms part of this Collective Agreement, an eligible employee shall be paid holiday pay for a given paid holiday calculated as follows: the total amount of regular wages earned and vacation pay payable to the employee in the four (4) work weeks before the work week in which the public holiday occurred, divided by 20.
- (b) An eligible employee who is required to work on any of the holidays listed in Article 17.01, other than Remembrance Day, will receive pay at the rate of time and one half (1 ½) the employee's regular hourly rate for every hour worked on such day in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day) at a mutually agreeable time. Payment for such lieu day will be

based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

- (c) In the case of Remembrance Day an eligible employee shall be entitled to a paid holiday only if Remembrance Day falls on a regularly scheduled work day for the employee. If an employee works on Remembrance Day and would otherwise have qualified for a holiday on Remembrance Day, then, the employee shall not be entitled to premium pay under Article 17 for such work but shall be entitled to an alternative day off (lieu day) at a mutually agreeable time.
- (d) Temporary Employees shall be entitled to a holiday or holiday pay on Easter Monday, Civic Holiday and Remembrance Day.

Holidays for Days Off

17.04 In the event that a holiday falls on the employee's regular day off the first business day immediately following the Holiday shall be taken in lieu of the Holiday.

Holidays – Part-time Employees

17.05 Part-time Employees shall receive payment for the holidays according to the Ontario *Employment Standards Act*.

ARTICLE 18 VACATION

Vacation Pay Year for Calculation

18.01 The "vacation pay year" shall be defined as January 1 to December 31. Vacation entitlements shall be calculated as at December 31 of each calendar year".

18.02 Employees shall be entitled to vacation time according to the following schedule, subject to Article 18.01:

Full-Time Employees

- | | |
|---|---|
| (a) Less than one (1) year of service as at December 31 | 1 day per month to a maximum of ten 10 days |
| One (1) year of service but less than three (3) years of service as at December 31 | 2 weeks |
| Three (3) years of service but less than ten (10) years of service as at December 31 | 3 weeks |
| Ten (10) years of service but less than fifteen (15) years of service as at December 31 | 4 weeks |

Fifteen (15) years of service but less than twenty-three (23) years of service as at December 31	5 weeks
Twenty-three (23) years of service or more as at December 31	6 weeks

Calculation of Vacation Pay for Full-Time Employees

- (b) For an employee entitled to vacation time of two (2) weeks or less, the employee's vacation pay shall be calculated as four percent (4%) of gross wages, less vacation pay previously paid, during the applicable vacation year.

For an employee entitled to vacation time of three (3) weeks, the employee's vacation pay shall be calculated as six percent (6%) of total regular earnings during the applicable vacation year.

For an employee entitled to vacation time of four (4) weeks, the employee's vacation pay shall be calculated as eight percent (8%) of total regular earnings during the applicable vacation year.

For an employee entitled to vacation time of five (5) weeks, the employee's vacation pay shall be calculated as ten percent (10%) of total regular earnings during the applicable vacation year.

For an employee entitled to vacation time of six (6) weeks, the employee's vacation pay shall be calculated as twelve percent (12%) of total regular earnings during the applicable vacation year.

- 18.03 Employees shall accrue vacation time but shall not accrue vacation pay while on unpaid leave of absence.
- 18.04 For the purposes of calculating a full time employee's vacation time entitlement, years of service shall include time worked as a part time or temporary employee with seniority calculated in accordance with the Letter of Understanding on Calculation of Seniority.

Holidays During Vacation

- 18.05 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be entitled to a day off with pay at a time mutually agreed between the employee and his/her immediate supervisor.

Vacation Pay on Termination

- 18.06 An employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

Preference in Vacations

- 18.07 Vacations shall be granted first on the basis of seniority within each Department subject to the Employer maintaining a competent workforce. Employees will initially be entitled to claim such priority for up to three weeks of vacation, then others shall be given a scheduling opportunity.

Vacation Schedules

18.08 Vacation taken from January 1st to March 31st

Each Department Director/Manager shall post a vacation selection form no later than September 30th of the previous year.

Employees shall submit their selection of vacation period(s) by no later than November 30th of the previous year.

Vacation taken from April 1st to December 31st of any given year

Each Department Director/Manager shall post a vacation selection form no later than January 31st of each year.

Employees shall submit their selection of vacation period(s) by no later than March 31st of each year.

The parties agree that any unscheduled vacation remaining following the March 31st deadline will be taken at a time mutually agreed between the employee and his/her immediate Supervisor.

Unbroken Vacation Period

- 18.09 An employee shall be entitled to receive his/her vacation in an unbroken one week period unless otherwise mutually agreed upon between the employee concerned and the Employer.

Employees may request that consideration be given to having some vacation taken in one half (1/2) day or single day increments provided the employee gives his/her immediate Supervisor one day of notice. The decision will be made by the Supervisor based on operational needs. Such a request will not unreasonably be denied. Longer notice to the Supervisor will sometimes make it easier to grant the request.

Illness During Vacation

- 18.10 Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred while on vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness or accident occurring immediately prior to the scheduled vacation.

- 18.11 Where an employee has already received more vacation pay than that which would be payable on termination, then, the overpayment shall be deducted from the terminating employee's last pay. In the event that an insufficient amount exists in the employee's last pay to satisfy the repayment of the overpayment, then, the

employee shall be obliged to repay to the Employer any remaining overpayment amount. The Employer may waive this provision in the event of undue hardship.

No Vacation Carry Over

18.12 Employees shall not be allowed to carry over vacation time from one year to the next unless permission to do so is granted by the City Manager or designate.

Change in Vacation Schedule

18.13 An employee may request a change in previously scheduled vacation only if the request is made in writing a minimum of ten (10) working days prior to the commencement of the scheduled vacation. Granting of any vacation change shall be at the sole discretion of the Employer.

ARTICLE 19 LEAVE OF ABSENCE

General Leave

19.01 The Employer may grant leave of absence for up to a maximum of six (6) months without pay or benefits and without loss of seniority to any Permanent Employee requesting such leave of absence for valid personal reasons. Subject to the applicable terms of applicable group benefit plans employees may choose to pay in advance for both the Employer and employee cost for all applicable employee benefits while on such leave. Advance notice of the request shall be given with such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such general leave may be denied by the Employer, acting reasonably, for operational or employee morale issues.

Leave for Union Business

19.02 Representatives of the Union (see Article 9.01) shall not suffer any loss of regular pay when required to leave their employment temporarily in order to attend negotiations with the Employer (until the completion of conciliation), or with respect to a grievance meeting with the Employer or an interest or rights arbitration hearing provided that employees shall be required to obtain the permission of the Employer before leaving their work responsibilities.

Leave for Union Function

19.03 Upon at least two (2) weeks notification to the Employer, a Permanent Employee elected or appointed to represent the Union at Union functions shall, subject to the conditions and limitations specified herein, be allowed a leave of absence with regular pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay. The bargaining unit shall be allowed a maximum of twenty-five (25) working days per contract year for such leave and no more than a total of two (2) employees may take such leave at the same time and further provided that no more than one (1) employee from a department may take such leave at the same time.

Bereavement Leave

- 19.04 (a) In the event of death of a Permanent Employee's current spouse (including same sex or common-law spouse, or child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, then, the employee shall be entitled to leave of absence without loss of pay for five (5) working days for the purposes of making funeral arrangements, attending the funeral or attending to related estate matters.
- (b) In the event of death of a Permanent Employee's brother-in-law, or sister-in-law, aunt, uncle, niece, nephew, then, the employee shall be entitled to leave of absence without loss of pay two (2) working days for the purposes of making funeral arrangements, attending the funeral or attending to related estate matters.
- (c) The Employer may require proof of death to support bereavement leave in accordance with this Article.
- (d) Additional bereavement leave without pay may be granted by the Employer at its sole discretion.
- (e) A Permanent Employee may elect to defer one (1) day of bereavement leave to be used for attendance at the actual interment.
- (f) In the event of death of a Probationary Employee's current spouse (including same sex or common law spouse) or child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grand-child, the Probationary Employee shall be entitled to leave of absence without pay for three (3) working days for the purposes of making funeral arrangements or attending the funeral. It is understood and agreed by the Parties that where such bereavement leave is granted, the applicable number of working days shall be added to the applicable employee's probationary period.

Medical Emergency Leave

- 19.05 (a) Employees shall be allowed to utilize their accumulated sick leave to attend to the medical attention of a member of the employee's immediate family or to attend personal medical appointments. Such leave request is to be approved by the employee's immediate Supervisor. Immediate family shall mean: current spouse, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, grandparent and grandchild. Employees will provide as much notice as possible of such requests.

Jury & Witness Duty Leave

- 19.06 Employees subpoenaed to act as Jurors or Crown Witnesses in criminal or civil court or at a Coroner's Inquest shall be granted a leave of absence with pay for such purpose. Any pay received from the Crown for such service shall be turned in to the Employer.

Voting Leave

19.07 The Employer will comply with applicable legislation related to afford employees the required clear time off with pay prior to the poll closing in Federal, Provincial and Municipal elections.

Pregnancy, Parental and Adoption Leave

19.08 Pregnancy leave, Parental leave and adoption leave shall be granted in accordance with the *Employment Standards Act*.

ARTICLE 20 SICK LEAVE**Income Protection Plan**

20.01 Sick Leave shall be governed by the provisions of the Income Protection Plan set out in Appendix 1 hereto which is hereby incorporated into and forms part of this Collective Agreement.

Medical Examination

20.02 The Employer may refer an employee seeking any medical right or benefit or seeking any dispensation or consideration on medical grounds, to a physician selected by it for confirmation of the medical claim. Where accommodation is required in regard to the employees condition the Employer may require of the physician a report as to what accommodation would be appropriate, in which case the Employer shall reimburse the employee for the cost of such Physician's Medical Certificate upon presentation of a receipt for such payment.

ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES

Rates of Pay

- 21.01 (a) Except as otherwise provided in the Letter of Understanding governing Classifications, Wage Rates and Wage Adjustments, which is hereby incorporated into and forms part of this Collective Agreement, Rates of pay for classifications covered by this Collective Agreement will be listed in the attached Salary Schedule.
- (b) The Salary Schedule may be changed for individual employees or groups of employees as a result of agreement between the Employer and the Union.

Wage Grid

- 21.01 (a) Except as otherwise provided in the Letter of Understanding governing Classifications, Wage Rates and Wage Adjustments, effective immediately following the date of Ratification, every employee shall be classified in accordance with the Classifications specified in Appendix "2".
- (b) Except as otherwise provided in the Letter of Understanding governing Classifications, Wage Rates and Wage Adjustments, each employee shall be placed appropriately on the five Step Wage Grid established in Appendix "2" in accordance with the agreement of the Parties and paid in accordance therewith.

Increments

- 21.02 (a) Where there are minimum and maximum salary ranges, employees shall progress from minimum to maximum salary by annual increments as provided for in (c) below.
- (b) Increments are planned for the anniversary date of when an employee entered a position.
- (c) Increments are awarded on the basis of merit. The Employer will rate each employee on job performance prior to the anniversary date of when an employee entered a position. If a job performance rating is not conducted prior to this anniversary date then the employee may grieve the failure seeking an order that the performance rating be done. Increments received shall be retroactive to the employee's anniversary date.

Wage Increases in Future Contract Years

- 21.03 (a) Effective on the first full pay period commencing on **January 1, 2021** the, then, current Wage Grid wage rates applicable to all classifications shall be increased by **thirty-five cents (\$0.35) per hour**.

- (b) Effective **January 1, 2022**, the, then current wage grid wage rates applicable to all classifications shall be increased by **thirty-eight cents (\$0.38) per hour**.
- (c) Effective **January 1, 2023**, the, then, current wage grid wage rates applicable to all classifications shall be increased by **forty cents (\$0.40) per hour**.

Crew Leader Premium for Heavy Equipment Operator

21.04 When a Heavy Equipment Operator is assigned a crew of three (3) or more Full Time Operators then the Heavy Equipment Operator shall receive a premium of one (\$1.00) dollar per hour.

Water Operator Certification Premium

21.05 The premium for Water Operator Certification shall be fifty (\$0.50) cents per hour while participating in training towards certification.

Shift Premium

21.06 (a) The Employer agrees to pay a shift premium to employees in Public Works, Winter Operations and Recreation of one dollar (\$1.00) per hour to employees for each hour worked on an overnight shift. For greater clarity, the Parties agree that the shift premium shall not apply to any work performed on a day shift.

Weekend Premium

- (b) Employees in Public Works and Recreation shall be paid a Weekend Premium of one dollar (\$1.00) per hour to employees for each hour worked on Saturday and Sunday.

Evening Shift Premium

- (c) Recreation and Public Works Employees shall be paid \$1.00 (one) dollar per hour for each hour worked between 4:00 p.m. and 12:00 a.m.

Pay Days

21.07 The Employer agrees that wages will be paid bi-weekly on every second Friday one week in arrears.

On each payday each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

Pay in the event of a Temporary Transfer or the Award of a Posted Vacancy

21.08 (a) When an hourly rated employee is temporarily assigned to a position in a higher Group than his/her own, for the benefit of the Employer, then, for all continuous hours worked in the transfer position, the employee shall be placed on the Wage Grid and paid at the lowest Step Level in the higher rated Group/Classification within Appendix "2" that provides a wage rate immediately higher than the wage rate the employee received immediately prior to the transfer. When an hourly rated employee is temporarily assigned to a position in a lower Group than his/her own, for the benefit of the Employer, then, his/her pre transfer wage rate shall be maintained.

- (b) When a salaried employee is temporarily assigned to a position in a higher Group than his/her own, for the benefit of the Employer, then, for all continuous hours worked in the transfer position, the employee shall be placed on the Wage Grid and paid at the lowest Step Level in the higher rated Group/Classification within Appendix "2" that provides a salary/wage rate immediately higher than the wage rate the employee received immediately prior to the transfer. When a salaried employee is temporarily assigned to a position in a lower Group than his/her own, for the benefit of the Employer, then, his/her pre-transfer wage rate shall be maintained.
- (c) When an employee is awarded a vacant position which constitutes a promotion to a higher rated Group/Classification within Appendix "2", then, the employee shall be placed on the Wage Grid and paid at the lowest Step Level in the higher rated Group/Classification which provides a salary/wage rate immediately higher than the salary/wage rate the employee received immediately prior to being awarded the higher rated position. When an employee is awarded a vacant position, which constitutes a lateral move within the same Group the employee last occupied within Appendix "2", then, the employee shall maintain the Step Level on the Wage Grid which they occupied immediately prior to filling the subject vacancy. When an employee is awarded a vacant position which constitutes a demotion to a lower rated Group/Classification within Appendix 2, then, the employee shall be placed on the Wage Grid and paid at the highest Step Level in the lower rated Group/Classification which provides a salary/wage rate immediately lower than the salary/wage rate the employee received immediately prior to being awarded the lower rated position.
- (d) If a Temporary Employee or a Part Time Employee is temporarily transferred to a Full Time position for a period in excess of three consecutive months, then, the employee shall be eligible to participate in the group insurance benefit plans identified in Article 25 of this Agreement, for so long as the employee is so temporarily transferred. Upon completion of the temporary transfer, the employee's participation in the group insurance benefit plans shall cease.

Membership - Waterfront Pool Fitness Centre

21.09 All employees, their spouses and dependents will receive a 100 % discount on a full membership to the Waterfront Pool Fitness Centre. Membership is non-transferable and has no cash value.

Educational Allowance

21.10 The Employer shall pay the full costs of any course of instruction required by the Employer or any level of government to better qualify himself/herself to perform the employee's job.

No Pyramiding

21.11 There shall be no pyramiding of overtime and premium payments.

ARTICLE 22 EXPENSE AND MILEAGE ALLOWANCES

Motor Vehicle

22.01 It shall be the responsibility of the Director to determine whether an employee requires the use of a motor vehicle to carry out Employer business.

Mileage Allowance

22.02 An employee who is authorized by his Director to use his/her personal automobile in the performance of the employee's duties shall be paid a mileage allowance at the current rate as established by the Expense Allowance Policy.

Expense Allowance

22.03 An employee who through the performance of their employee's duties incurs an expense shall be reimbursed as established by the Expense Allowance Policy.

The Union shall be advised of any changes or amendments to the Expense Allowance Policy.

ARTICLE 23 SAFETY FOOTWEAR & CLOTHING ALLOWANCES

Safety Footwear Allowance

23.01 All Permanent Employees required to wear safety footwear shall be entitled to an amount of up to one hundred and sixty dollars (\$160.00) annually toward the purchase of safety footwear. The employee may claim for more than one pair of boots per year providing the total does not exceed one hundred and sixty (\$160.00) dollars per year. The payment(s) will be made to reimburse the employee upon production of a purchase receipt(s).

Work Gloves

23.02 Employees of the Public Works and Recreation Department shall be provided with two (2) pairs of work gloves once each calendar year. Additional gloves may be provided as required when an employee turns in his or her used pair.

Safety T-Shirts

23.03 Employees of the Recreation and Public Works Departments who are required to work outdoors shall be provided with two (2) Safety T-Shirts annually.

Protective Clothing

23.04 Coveralls shall be provided to all Public Works Employees and Recreation Arena Attendants as required. The coveralls shall be cleaned at the Employer's expense as required.

Winter Coats

23.05 Employees required to work in winter weather conditions will be provided with winter coats. The Employer will replace/repair such coats on an "as needed" basis.

Swimwear

23.06 All permanent full time aquatic staff required to wear swimwear shall be entitled to an amount of up to one hundred and ten dollars (\$110.00) annually toward the purchase of one (1) swimsuit. The payment will be made to reimburse the employee upon production of a purchase receipt.

Water Resistant Apparel

23.07 Where required for safety purposes, the Employer shall supply adequate seasonal water resistant apparel in accordance with the *Occupational Health and Safety Act*.

ARTICLE 24 PENSION PLANS**Pension Plan (O.M.E.R.S.)**

24.01 In addition to the Canada Pension Plan, all eligible employees shall join the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer and the employees shall make contributions in accordance with the provisions of the plan.

ARTICLE 25 EMPLOYEE BENEFITS

25.01 The Employer agrees that during the term of this Collective Agreement it will pay the portion of the premiums required for the Group Benefit Plan – Temiskaming Shore – Municipal Employees for all active Permanent Full Time Employees and their dependents as set out therein. The Employer is not the insurer. All Benefits are subject to the terms of the applicable plans. Any dispute about entitlements is between the employee and the insurance company and is not a dispute under this Collective Agreement.

The Employer agrees that, except as noted below, benefits during the life of the Agreement shall be unchanged.

Retiree Benefits:

“Glasses and Contact Lenses \$450.00 every 24 months.”

“Eye Examination \$85 every 24 months.”

ARTICLE 26 GENERAL CONDITIONS**Bulletin Board**

26.01 The Employer shall provide bulletin boards which shall be placed so that all employees will have access to see them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

Copies of Collective Agreement

26.02 The Union and the Employer desire every employee to be familiar with the provisions of this Collective Agreement and their rights and duties under it. It is agreed that the parties will prepare the Collective Agreement for signing within sixty (60) days of ratification. The Employer shall print sufficient copies of the Collective Agreement in

booklet form for each employee within thirty (30) days of the signing, and the parties shall split the cost of such printing and any subsequent printings.

Validity of Agreement

26.03 In the event that there is a change in legislation during the life of the Collective Agreement which creates conflict between the Act and the Collective Agreement, the superior provision shall prevail.

ARTICLE 27 TERM OF THE COLLECTIVE AGREEMENT

Effective Date

27.01 The term of this Collective Agreement shall be from January 1, 2021 to December 31st, 2023, and shall continue from year to year upon the expiration of the term unless either party gives to the other party notice in writing of thirty (30) to ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

Changes in Collective Agreement

27.02 Any changes deemed necessary in this Collective Agreement may be made by mutual agreement at any time during the existence of this Collective Agreement.

Wages

27.03 Appendix "2" attached hereto shall form part of this Collective Agreement.

Signed this _____ day of _____, 2020.

FOR THE EMPLOYER

FOR CUPE AND ITS LOCAL 5014

APPENDIX 1

Income Protection Plan

Article 1 – Definitions

That in the plan:

- 1.01 (a) “Council” means the council of the Corporation of the City of Temiskaming Shores, and “Municipality” means the Corporation of the City of Temiskaming Shores.
- 1.01 (b) “Income Protection Plan” means the combination of the Municipality's sick leave gratuity plan for employees and the weekly indemnity income protection plan (short-term disability) and the long-term income protection plan (long term disability) as provided for by the Employer's contract with an insurance company. The Employer is responsible for the provision of the sick leave gratuity plan and for the arrangement of a contract to provide benefits; but the final terms of the Income Protection Plan will be found in the master contract as the governing document.
- 1.01 (c) “Pay” means the basic hours worked per day, multiplied by the employee's standard rate per hour, but shall not include any shift premium, overtime or other increments.
- 1.01 (d) “Day” shall mean a calendar day which includes the normal number of hours of work per day, “Work Week” shall mean the normal number of hours of work per week, “Month” shall mean a calendar month and “Year” shall mean a calendar year.
- 1.01 (e) “Regular attendance” means for any month the attendance of an employee at his/her duties on the days and hours for which his/her attendance is required during that month according to the terms of his/her employment.
- 1.01 (f) “Short term disability” is defined as a period of disability resulting from illness or injury as determined by a qualified Medical Practitioner, which prevents an employee from attending his/her regular work, and which extends for a period of not more than sixteen (16) weeks. A Medical Certificate is required by the insurer for each period of absence lasting three (3) or more days and as requested by the Employer.
- 1.01 (g) “Long Term Disability” is defined as a period of disability resulting from illness or injury as determined by a qualified Medical Practitioner, which prevents an employee from attending work and begins after the sixteen (16) weeks short term disability report.

Article 2 – Introduction

- 2.01 This Plan is designed to provide Permanent Full Time Employees within the meaning of the Collective Agreement (“Eligible Employees”) with an indemnity against the loss of income if he/she cannot perform his/her normal duties due to an illness or injury. This Plan is not intended to duplicate or replace any Workers’ Compensation benefits. An Eligible Employee will be paid while he/she is disabled, until the earliest of the following dates, as applicable:
1. the date the Eligible Employee returns to work;
 2. the date the Eligible Employee exhausts his/her entitlements under applicable insured coverage; and,
 3. the date the Eligible Employee loses seniority under the Collective Agreement.

Article 3 – Seniority Service

- 3.01 Service of all Eligible Employees for the purpose of the Plan shall mean a completed year of service with the Employer as of December 31 in any calendar year. However, an Eligible Employee with less than one (1) year of completed service as of December 31 in any calendar year will be allowed a pro-rated formula based upon the first day of the month of employment with the Employer.

Article 4 – Sick Leave Credit Gratuity

- 4.01 A plan of sick leave credit gratuities is hereby established for every Eligible Employee. Subject to the control of Council, the conduct and management of the plan shall be vested with the Human Resources Department.
- 4.02 The Official responsible for Human Resources shall perform all the administrative responsibilities necessary or incidental to the due carrying on of the sick leave credit gratuities plan, including the power to allow or disallow any sick leave credit or sick leave absence for any Eligible Employee. The disallowance, by the Official responsible for Human Resources, of any sick leave credit or sick leave absence shall be subject to the Grievance Procedure commencing at Step Three.
- 4.03 The Official responsible for Human Resources shall provide and keep a register in which all sick leave credit and sick leave absences for every Eligible Employee shall be recorded, so that the register will show the net sick leave credit of every Eligible Employee which remains after all his/her sick leave absences have been deducted from his/her accumulated sick leave credit.

Article 5 – Provision for Sick Leave Credits

- 5.01 Each Eligible Employee shall be entitled to nine (9) sick leave credit days commencing January 1 in each calendar year.

- 5.02 Where an Eligible Employee is unable to perform his/her normal duties due to personal illness or injury, the sick leave credit gratuity plan will pay the Eligible Employee full pay for up to the first nine (9) days of absence. An Eligible Employee may utilize additional sick leave credits from the sick leave bank, accrued vacation entitlements, and any overtime hours or extended time hours in the overtime or extended hours banks. For the weekly indemnity income protection plan (short term disability) the plan will pay the Eligible Employee seventy five (75%) per cent of his/her normal pay for a period of sixteen (16) weeks. Provision for long-term disability will be in accordance with the policy in effect with the Municipality's insurance carrier. The short term disability income protection plan and the long term disability plan may be supplemented to one hundred (100%) per cent by using accumulated sick leave gratuity credits, accumulated overtime hours, unused vacation leave, or floating holidays by agreement of the Employer.
- 5.03 Subject to the concurrence of the Eligible Employee utilizing the income protection plan, the Employer proposes to maintain one hundred per cent (100%) of the Eligible Employee's earnings so long as a sick leave credit is available. The Eligible Employee is required to endorse and turn over to the Employer all benefits received from the third party insurer.
- 5.04 Where an Eligible Employee is absent due to an accident which occurred while in the performance of his/her duties for the Employer and is in receipt of Workers' Compensation benefits, and requests the Municipality to make up the difference between the amount of Workers' Compensation benefits being paid and his/her total salary, then, such difference shall be charged against accumulated sick leave credits.

Illness in the family - care and nurturing

- 5.05 1. An Eligible Employee shall be entitled with the prior approval of his/her Supervisor, to use up to five (5) sick leave days per year to care for a family member who is ill.
2. Alternatively, an Eligible Employee may, upon approval by the Employer, arrange temporary flexible work scheduling to care for a family member who is ill. Such scheduling shall supersede the hours of work and overtime provisions of the Collective Agreement.

Maternity/Parental Leave

- 5.06 Where an eligible employee is absent due to maternity and/or parental leave effective on confirmation by the Canada Employment Insurance Commission (receipt by the employee's employment insurance cheque stub will service as proof that the employee is in receipt of unemployment benefits) the maternity and/or parental leave may be supplemented to one hundred (100%) percent by using accumulated sick leave gratuity credits, accumulated overtime hours, unused vacation on leave, or floating holidays by agreement of the employer.

Personal Care Leave

- 5.07 Each Eligible Employee shall be permitted to use up to five (5) days of their sick leave credit days, commencing January 1 in each calendar year, for the purpose of personal care.

Article 6 – Reporting Of Absence

- 6.01 Reporting of absence shall be in accordance with the procedures contained herein. An Eligible Employee shall notify his/her Supervisor personally as soon as possible within a twenty (20) minute period of time, either ten (10) minutes before or ten (10) minutes after the employee's normal start time. If an Eligible Employee is unable to do so because of an emergency, he/she must call his/her Supervisor as soon as possible. Leaving a voice or e-mail message does not constitute personal notification.
- 6.02 An Eligible Employee must advise his/her Supervisor of when he/she expects to return to work. If an Eligible Employee is uncertain during the initial call, then, the Supervisor must be informed as soon as possible of the estimated, or, if known by the Eligible Employee, the exact date that the Eligible Employee will return to work.
- 6.03 A Physician's Medical Certificate justifying a medical leave must be provided by an Eligible Employee in the following circumstances:
- i) immediately upon return to work following an absence of three (3) working days or more; and,
 - ii) at any other time when specifically required by the Employer in which case the Employer shall reimburse the employee for the cost of such Physician's Medical Certificate upon presentation of a receipt for such payment.
- 6.04 Absences of one-half (1/2) day or less due to accident or illness shall not be deducted and absences for more than one half (1/2) a day, but less than a full day, shall be deducted as one-half (1/2) day.

Article 7 – Optional Provisions of the Plan

- 7.01 In the final month of the calendar year, an Eligible Employee shall elect, once and for all, by notifying in writing the Official responsible for Human Resources their choice as follows:
- 1. to accumulate all current year unused sick leave credits and transfer the same to the next calendar year; or,
 - 2. to transfer all current year banked overtime hours or banked extended hours to sick leave credits for the next calendar year.
- 7.02 In order to ensure a lengthier period of earnings at one hundred percent (100%) of pay, an Eligible Employee may elect, by notifying in writing the Official responsible

for Human Resources, to add overtime hours to his/her accumulated sick leave credits during the current year.

Article 8 – Payment of Extended Fringe Benefits

- 8.01 Where an Eligible Employee is absent from work due to illness (compensable injury or non-compensable injury) the Employer will continue to pay fringe benefit costs, including Health, Dental, Extended Medical Benefits, Life Insurance, etc. and any other applicable benefits negotiated for a period of not longer than thirty six (36) consecutive months. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

Article 9 – No Cash Payout

- 9.01 There shall be no cash pay-out for banked sick time at any time including upon termination of employment.

**PAY GROUPS / JOB CLASSIFICATIONS AND
APPLICABLE STEPS AND WAGE RATES**

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2021

GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
11	1. Planner	65,465 35.97	67,413 37.04	69,415 38.14	71,490 39.28	73,583 40.43
10	1. Building Inspector/By-Law Officer 2. Economic Development Officer	61,734 33.92	63,573 34.93	65,429 35.96	67,413 37.04	69,415 38.14
9	1. Fire Prevention/Training Officer 2. Engineering Technician	58,258 32.01	59,969 32.95	61,734 33.92	63,573 34.93	65,429 35.97
8	1. By-Law /Property Standards Officer 2. Aquatic Youth Programmer	54,946 30.19	56,566 31.08	58,258 32.01	59,969 32.94	61,734 33.92
7	1. Head Mechanic	26.87	27.67	28.48	29.32	30.20
6	1. Works Clerk 2. Mechanic/Heavy Equipment Operator 3. Accounting Clerk 4. Maintenance Technician/Tradesman 5. Provincial Offences Clerk 6. Age Friendly Coordinator	25.35	26.09	26.88	27.67	28.48

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2021 Continued

GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
5	1. Heavy Equipment Operator 2. Water/Sewer Maintenance Person 3. Administrative Assistant	23.89	24.61	25.32	26.07	26.86
4	1. Equipment Operator/ Labourer 2. Maintenance Technician 3. Arena/Parks Attendant	22.56	23.23	23.90	24.62	25.34
3	1. Receptionist	21.29	21.89	22.55	23.22	23.90
2	1. Custodian	18.95	19.50	20.08	20.67	21.30
1*	1. Desk Attendant Pool & Fitness Centre 2. Crossing Guard 3. Life Guard 4. Temporary Arena/Parks Attendant 5. Temporary Cemetery Worker 6. Temporary Equipment Operator/Labourer 7. Part Time Court Reporter 8. Aqua Fitness/Cardio Program Instructor					

* The Wage rates for Group "1" are set out in the applicable Letter of Understanding

** Employees receiving a wage rate in excess of the amount specified on the Grid shall be red-circled and paid at their applicable red-circled rate

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2022

GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
11	1. Planner	66,157 36.35	68,104 37.42	70,106 38.52	72,181 39.66	74,274 40.81
10	1. Building Inspector/By-Law Officer 2. Economic Development Officer	62,426 34.30	64,264 35.31	66,139 36.34	68,104 37.42	70,106 38.52
9	1. Fire Prevention/Training Officer 2. Engineering Technician	58,950 32.39	60,661 33.33	62,426 34.30	64,264 35.31	66,157 36.35
8	1. By-Law /Property Standards Officer 2. Aquatic Youth Programmer	55,637 30.57	57,257 31.46	58,950 32.39	60,642 33.32	62,426 34.30
7	1. Head Mechanic	27.25	28.05	28.86	29.70	30.58
6	1. Works Clerk 2. Mechanic/Heavy Equipment Operator 3. Accounting Clerk 4. Maintenance Technician/Tradesman 5. Provincial Offences Clerk 6. Age Friendly Coordinator	25.73	26.47	27.26	28.05	28.86

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2022 Continued

GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
5	1. Heavy Equipment Operator 2. Water/Sewer Maintenance Person 3. Administrative Assistant	24.27	24.99	25.70	26.45	27.24
4	1. Equipment Operator/ Labourer 2. Maintenance Technician 3. Arena/Parks Attendant	22.94	23.61	24.28	25.00	25.72
3	1. Receptionist	21.67	22.27	22.93	23.60	24.28
2	1. Custodian	19.33	19.88	20.46	21.05	21.68
1*	1. Desk Attendant Pool & Fitness Centre 2. Crossing Guard 3. Life Guard 4. Temporary Arena/Parks Attendant 5. Temporary Cemetery Worker 6. Temporary Equipment Operator/Labourer 7. Part Time Court Reporter 8. Aqua Fitness/Cardio Program Instructor					

* The Wage rates for Group "1" are set out in the applicable Letter of Understanding

** Employees receiving a wage rate in excess of the amount specified on the Grid shall be red-circled and paid at their applicable red-circled rate

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2023

GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
11	1. Planner	66,885 36.75	68,832 37.82	70,834 38.92	72,909 40.06	75,002 41.21
10	1. Building Inspector/By-Law Officer 2. Economic Development Officer	63,154 34.70	64,992 35.71	66,867 36.74	68,832 37.82	70,834 38.92
9	1. Fire Prevention/Training Officer 2. Engineering Technician	59,678 32.79	61,389 33.73	63,154 34.70	64,992 35.71	66,885 36.75
8	1. By-Law /Property Standards Officer 2. Aquatic Youth Programmer	56,365 30.97	57,985 31.86	59,678 32.79	61,370 33.72	63,154 34.70
7	1. Head Mechanic	27.65	28.45	29.26	30.10	30.98
6	1. Works Clerk 2. Mechanic/Heavy Equipment Operator 3. Accounting Clerk 4. Maintenance Technician/Tradesman 5. Provincial Offences Clerk 6. Age Friendly Coordinator	26.13	26.87	27.66	28.45	29.26

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2023 Continued

GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
5	1. Heavy Equipment Operator 2. Water/Sewer Maintenance Person 3. Administrative Assistant	24.67	25.39	26.10	26.85	27.64
4	1. Equipment Operator/Labourer 2. Maintenance Technician 3. Arena/Parks Attendant	23.34	24.01	24.68	25.40	26.12
3	1. Receptionist	22.07	22.67	23.33	24.00	24.68
2	1. Custodian	19.73	20.28	20.86	21.45	22.08
1*	1. Desk Attendant Pool & Fitness Centre 2. Crossing Guard 3. Life Guard 4. Temporary Arena/Parks Attendant 5. Temporary Cemetery Worker 6. Temporary Equipment Operator/Labourer 7. Part Time Court Reporter 8. Aqua Fitness/Cardio Program Instructor					

* The Wage rates for Group "1" are set out in the applicable Letter of Understanding

** Employees receiving a wage rate in excess of the amount specified on the Grid shall be red-circled and paid at their applicable red-circled rate

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter referred to as “the Employer”)

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5014
(hereinafter referred to as “the Union”)

RE: TEMPORARY-EMPLOYEES – ARTICLE 5

The Employer and the Union confirm the following mutual understanding:

1. The continuous employment, seniority and termination rights of a Temporary Employee shall be governed by this Letter of Understanding rather than the relevant provisions of the Collective Agreement;
2. For the purposes of this Letter of Understanding, and except as otherwise specified in Paragraph #6 below, Temporary Employee shall mean an employee who is normally hired to work for a period no longer than seven (7) consecutive months in the service of the Employer and shall specifically include, without limitation:
 - a) cemetery caretakers;
 - b) arena/parks attendants; and,
 - c) equipment operators/labourers.
3. Except as otherwise provided in this Letter of Understanding, a Temporary Employee shall not establish continuous employment or accrue any seniority rights, except when such an employee remains in the employment of the Employer for a period of more than seven (7) consecutive months. If the Temporary Employee remains in the employment of the Employer for more than seven (7) consecutive months, then, the Temporary Employee shall automatically qualify as a regular bargaining unit employee. For such an employee, his or her seniority shall then be established from his or her last date of continuous service with the Employer;
4. All Temporary Employees employed by the Employer in two (2) or more successive years shall be placed on a Temporary Seniority List and shall be given preference for subsequent rehire for temporary work provided that the

Temporary Employee has, in the opinion of the Employer, the necessary skill, ability and satisfactory work performance record to perform the subject temporary work. Further, a Temporary Employee on the Temporary Seniority List will also be given preference for a vacant non-temporary position, provided that no Permanent Employee successfully posts for the vacancy and further provided that the subject Temporary Employee has, in the opinion of the Employer, the necessary skill, ability and satisfactory work performance record to perform the subject work;

5. The employment of a Temporary Employee may be terminated at any time, at the sole discretion of the Employer, for any non-discriminatory reason, during the specified period of hire or during the first seven (7) consecutive months of employment;
6. Notwithstanding the foregoing, the Parties agree that a Temporary Employee hired as a result of a pregnancy or parental leave shall be governed by this Letter of Understanding for the first eighteen (18) months of employment;
7. Temporary Employees shall not be entitled to any benefits and shall not accrue any seniority except as set out in this Letter of Understanding; and,
8. If a Temporary Employee is subsequently hired on a regular full time employment basis, then, he or she shall be credited with seniority calculated in accordance with the Letter of Understanding on Calculation of Seniority.

DATED this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING**BETWEEN:**

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter referred to as “the Employer”)

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5014
(hereinafter referred to as “the Union”)

RE: ARTICLE 17 – CALCULATION OF HOLIDAY PAY FOR PUBLIC WORKS
EMPLOYEES WORKING FOUR (4) TEN HOUR SHIFTS - ARTICLE 17.03 a)

The Employer and the Union confirm the following mutual understanding:

1. Notwithstanding the calculation of Holiday Pay otherwise applicable as set forth in Article 17.03 a) of the Collective Agreement, the Parties agree that a Full Time Permanent Employee in Public Works who is scheduled for four (4) ten hour shifts shall receive holiday pay calculated on the basis of a ten (10) hour day where the subject Holiday occurs while the applicable employee is working a four (4) ten hour shift schedule.

DATED this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter referred to as “the Employer”)**

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5014
(hereinafter referred to as “the Union”)**

RE: ARTICLE 21 – CLASSIFICATIONS, WAGE RATES AND WAGE ADJUSTMENTS

The Employer and the Union confirm the following mutual understanding:

1. Notwithstanding the provisions of Article 21 the wage rates and wage adjustments applicable to Appendix 2 Group “1” shall be governed by this Letter of Understanding.
2. Employees in Group “1” will not be placed on the Wage Grid and are not subject to the five (5) Steps there under.
3. The following wage rates shall apply effective the first full pay period commencing on January 1, 2021.
 - Desk Attendant Pool & Fitness Centre - Minimum wage
 - Crossing Guard -\$16.75/hr
 - Lifeguard -\$17.75/hr
 - Aqua Fitness/Cardio Rehab Program Instructor - \$18.75/hr
 - Temporary Arena/Parks Attendant – \$22.56/hr
 - Temporary Cemetery Worker – \$22.56/hr
 - Temporary Equipment Operator/Labourer -\$22.56/hr
 - Part Time Court Reporter – \$25.35/hr

4. The following wage rates shall apply effective the first full pay period commencing on or after January 1, 2022.

- Desk Attendant Pool & Fitness Centre - Minimum wage
- Crossing Guard – \$16.75/hr
- Lifeguard - \$17.75/hr
- Aqua Fitness/Cardio Rehab Program Instructor - \$18.75/hr
- Temporary Arena/Parks Attendant – \$22.94/hr
- Temporary Cemetery Worker - \$22.94/hr
- Temporary Equipment Operator/Labourer - \$22.94/hr
- Part Time Court Reporter – \$25.73/hr

5. The following wage rates shall apply effective the first full pay period commencing on or after January 1, 2023.

- Desk Attendant Pool & Fitness Centre - Minimum wage
- Crossing Guard - \$16.75/hr
- Lifeguard - \$17.75/hr
- Aqua Fitness/Cardio Rehab Program Instructor - \$18.75/hr
- Temporary Arena/Parks Attendant - \$23.34/hr
- Temporary Cemetery Worker - \$23.34/hr
- Temporary Equipment Operator/Labourer - \$23.34/hr
- Part Time Court Reporter – \$26.13/hr

DATED this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter referred to as “the Employer”)**

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5014
(hereinafter referred to as “the Union”)**

**RE: CALCULATION OF SENIORITY IN THE EVENT OF TRANSFER FROM
TEMPORARY OR PART TIME STATUS TO REGULAR FULL TIME STATUS**

The Employer and the Union confirm the following mutual understanding:

1. Where a temporary or part time employee is subsequently employed in a regular full time position, the seniority calculation shall be based on the annual regular full time hours of the full time position in question;
2. For conversion purposes the actual hours worked in the bargaining unit as a temporary or part time employee shall be divided by the number of annual regular full time hours of the full time position in question; and,
3. The foregoing calculation shall pertain with respect to: the definition of seniority in Article 12.01; the calculation of vacation entitlement under Article 18.04; and, the calculation of seniority of a temporary employee in accordance with the Letter of Understanding re: Temporary Employees.

DATED this _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

APPENDIX 3

Group Benefit Plan

Temiskaming Shores - Municipal Employees

The Corporation of the City of Temiskaming Shores

By-law No. 2020-126

Being a by-law to amend By-law No. 2019-018, as amended to appoint community representatives to various Committees and Boards for the 2019-2022 Term of Council

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

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

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council adopted By-law No. 2019-018 to appoint community representatives to various Committees and Boards for 2019-2022 term of Council;

And whereas Council considered Memo No. 033-2020-CS at the December 15, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2019-018, as amended to appoint community representatives to various Committees during the 2020, for consideration at the December 15, 2020 Regular Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Schedule "A" to By-law No. 2019-018, as amended be further amended by removing **Irene Chitaroni** and **Jesse Genier** as a community representative to the Age Friendly Community Committee for the 2019-2022 Term of Council;
2. That Schedule "A" to By-law No. 2019-018, as amended be further amended by appointing **Suzanne Fournier** as community representatives to the Age Friendly Community Committee for the 2019-2022 Term of Council;
3. That Schedule "A" to By-law No. 2019-018, as amended be further amended by removing **Andy Ringuette**, **Sean Mackey** and **Michele Lamoureux** as a community representative to the New Liskeard Business Improvement Area (BIA) Board of Management Committee for the 2019-2022 Term of Council;
4. That Schedule "A" to By-law No. 2019-018, as amended be further amended by appointing **Louise Briere** and **Pascale Payette** as community representatives to the New Liskeard Business Improvement Area (BIA) Board of Management Committee for the 2019-2022 Term of Council;

5. That Schedule “A” to By-law No. 2019-018, as amended be further amended by removing **Donald Bisson** and **Anna Turner** as a community representative to the Public Library Board for the 2019-2022 Term of Council;
6. That Schedule “A” to By-law No. 2019-018, as amended be further amended by appointing **Thomas MacLean** and **Emily Smith** as community representatives to the Public Library Board for the 2019-2022 Term of Council;
7. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 15th day of December, 2020.

Mayor – Carman Kidd

Clerk – Logan Belanger

The Corporation of the City of Temiskaming Shores

By-law No. 2020-127

**Being a by-law to authorize the Sale of Land to Woodland Heritage
Northeast Ltd. being 50 Whitewood Avenue (PLAN M22NB PT LOT
29 TO 30 PCL 1487NND)**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

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

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

And whereas Council considered Administrative Report No. CS-050-2020 at the December 15, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Woodland Heritage Northeast Ltd. for municipal real property for consideration at the December 15, 2020 Regular Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts the following as a by-law:

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Woodland Heritage Northeast Ltd. as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell the subject land in the amount of \$275,000, plus taxes (if applicable), and other such considerations outlined in the said agreement land legally described as:

Part of PIN 61342-0004, being Part of Parcel 1487; PT LT 29 S/S
WHITEWOOD AV PL M22NB DYMOND, PT LT 30 S/S WHITEWOOD AV
PL M22NB DYMOND; TEMISKAMING SHORES ; DISTRICT OF
TIMISKAMING

4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 15th day of December, 2020.

Mayor – Carman Kidd

Clerk – Logan Belanger

Offer to Purchase

Woodland Heritage Northeast Ltd.

(as "Purchaser"), having inspected the property, hereby agree to and with

The Corporation of the City of Temiskaming Shores,

(as "Vendor") to purchase the property being:

Part of PIN 61342-0004, being Part of Parcel 1487; PT LT 29 S/S WHITEWOOD
AV PL M22NB DYMOND, PT LT 30 S/S WHITEWOOD AV PL M22NB
DYMOND; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING

(herein called the "Real Property") at the price of \$275,000, payable \$5,000 to the Vendor as a non-refundable deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of the purchase price by certified cheque, subject to adjustments, on the closing date hereinafter set forth.

A copy of each of the Form of Tender is hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein. In the event that there is a discrepancy between the terms and conditions of the Form of Tender and this Offer to Purchase, the Offer to Purchase takes precedence.

The Purchaser acknowledges that the land, buildings, fixtures, chattels, septic system, water system and heating system forming part of this transaction are being purchased in an "as is where is" condition without any representations or warranties whatsoever.

Fixtures

The Purchase Price excludes the following fixture, which shall remain the property of The Corporation of the City of Temiskaming Shores:

- water fountain located on the exterior of the building (North wall), in memory of Dr. J.D. McNaughton, (the "Water Fountain").

The Water Fountain will remain on Closing, but may be removed at a future date, at the sole cost of the Vendor. The Vendor shall be required to provide the Purchaser with two weeks written notice prior to removing the Water Fountain.

Non- Refundable Deposit

The Purchaser and the Vendor acknowledge that a deposit in the amount of five thousand dollars (\$5,000.00) has been paid to the Vendor by the Purchaser. The Purchaser agrees and acknowledges that this deposit shall be non-refundable in the event that the transaction does not close. The deposit shall be credited to the Purchaser on closing.

Release of Information

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

Adoption of LSUC – OBA Document Registration Agreement

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

Acceptance

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 10th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

Title

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

Requisitions

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the

Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

Surveys and Documents

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

Closing

This Agreement shall be completed on or before March 1, 2021, on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

Inspection of Property

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

Adjustments

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

Costs

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

Planning Act Compliance

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

Spousal Consent

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

Residency of Vendor

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

Facsimile

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

Counterpart

This agreement may but need not be executed in counterpart.

Time of Essence

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

H.S.T.

If this transaction is subject to Harmonized Sales Tax (HST) pursuant to the Excise Tax Act (Canada) as amended (the "Act") then such HST shall be in addition to and not included in the purchase price, and:

- (a) HST shall be collected and remitted by the Vendor in accordance with the applicable legislation; or
- (b) If applicable, the parties shall jointly execute an election pursuant to Act, such election to be filed by the Purchaser as required under the Act; or
- (c) If the Purchaser is registered under the Act, the Purchaser shall provide the Vendor and its solicitor with proof of his/her HST registration number in a form reasonably satisfactory to the Vendor and its solicitor.

If this transaction is not subject to HST pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchase or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchase and his/her solicitor certifying that the transaction is not subject to HST.

Representations and Warranties

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

Tender

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

Costs of Registration

The Purchaser is required to pay the costs of registration and taxes for both parties documents.

Legal Fees

The Parties agree that the Purchaser will pay the Vendor's reasonable legal fees for the transaction.

Gender

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

Signed, Sealed and Delivered this _____ day of _____, 2020.

in the presence of:

Purchaser: **Woodland Heritage Northeast Ltd.**

Per: _____
Name: Ryan Primrose
Title:

Purchaser's Address:

I have authority to bind the Corporation.

The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this _____ day of _____, 2020.

Vendor: **The Corporation of the City of Temiskaming Shores**

Mayor - Carman Kidd

Clerk - Logan Belanger

Vendor's Address:

City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
P0J 1K0

Attn.: Logan Belanger, Clerk

We have authority to bind the Corporation.

Purchaser's Solicitor:

Kemp Pirie Crombeen
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0
Attn: Brigid Wilkinson

Phone Number: (705) 647-7353

Vendor's Solicitor:

Kemp Pirie Crombeen
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0
Attn: Brigid Wilkinson

Phone Number: (705) 647-7353

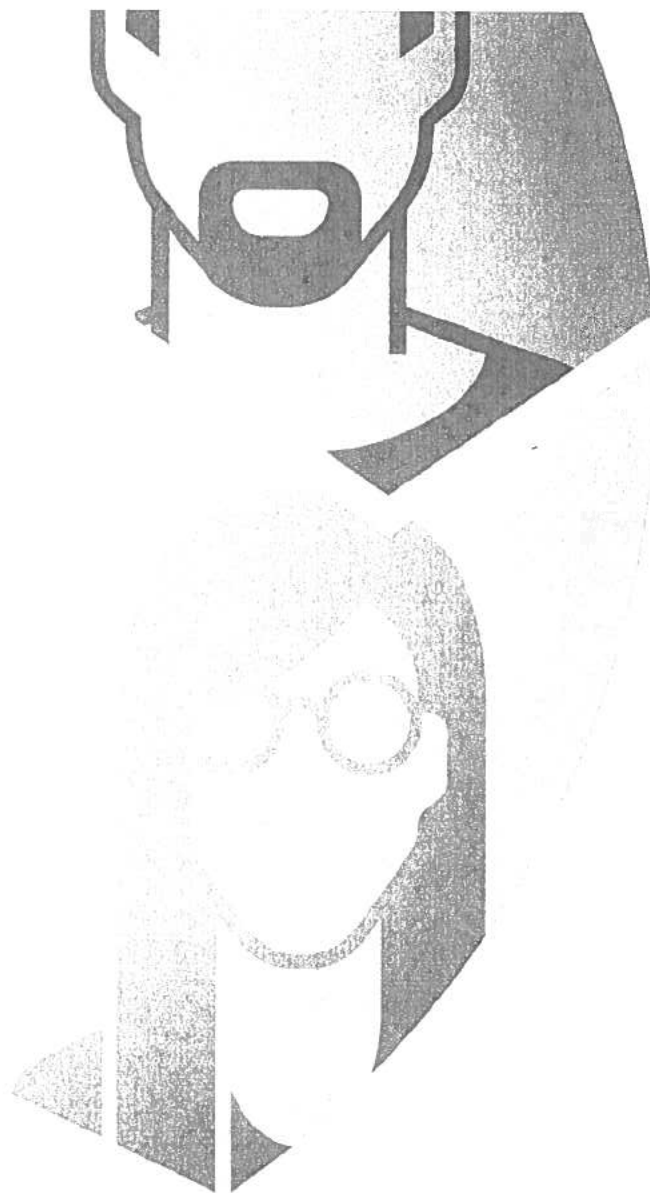


Appendix 01 to
Schedule "A" to
By-law No. 2020-127
Form of Agreement



Dymond
Haileybury
New Liskeard

Discover a whole new Ontario • Découvrez un tout nouvel Ontario



City of Temiskaming Shores
Request for Tender
CS-RFT-002-2020
Sale of Land by Public Tender – 50
Whitewood Avenue

For more information, contact the
City of Temiskaming Shores
at 705-825-4444 or
at info@temiskaming.ca
or visit www.temiskaming.ca

Objective

By the authority of the City of Temiskaming Shores Council, the following land is offered for sale as is, where is, subject to the conditions contained herein:

Property Location:	50 Whitewood Avenue
Legal Description:	PLAN M22NB PT LOT 29 TO 32 PCL 1487NND PUBLIC LIBRARY Note: The City will be retaining Lot 31 and 32 (Cenotaph lands) identified on Plan M22NB
Assessment Roll No.:	5418-010-004-03400
Minimum Tender Amount:	\$200,000.00

A description of the subject property is provided in Schedule A.

Definitions

City: means the Corporation of the City of Temiskaming Shores

Proponent(s)/ Bidder(s): means all persons, partnerships or corporations who respond to the RFT and includes their heirs, successors and permitted assigns.

Request for Tender: means this Request for Tender (RFT) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.

Successful Proponent/ Bidder: means the Proponent/Bidder whose RFT submission is/are accepted to who has/have agreed to purchase the subject land, as outlined herein.

Submission

Submissions must be in hard copy and submitted to the following address:

City of Temiskaming Shores
P.O Box 2050
325 Farr Drive
Haileybury, Ontario P0J 1K0

Attention: Logan Belanger, Municipal Clerk
Re: **CS-RFT-002-2020 “Sale of Land by Public Tender – 50 Whitewood Avenue”**

The closing date for the submission of Tenders will be at **2:00 p.m. local time on November 25th 2020.**

- Tenders shall be in ink;
- Late Tenders will not be accepted;

- Tenders by fax will not be accepted;
- Tenders by email will not be accepted;
- Partial Tenders are not accepted;
- The City reserves the right to accept or reject any or all Tenders;
- The highest priced Tender will not necessarily be accepted;
- The City reserves the right to enter into negotiations with a Proponent or firm, and any changes to the Tender that are acceptable to both parties will be binding.
- The Tenders shall be valid for 60 (sixty) days from submission date.
- Proponents shall complete the Form of Tender and the Conflict of Interest Declaration. Failure to submit the signed forms could result in the Tender being rejected.

Questions

Any questions or concerns with respect to the Tender document and contents are to be directed to:

Logan Belanger
Municipal Clerk
City of Temiskaming Shores
325 Farr Drive
Temiskaming Shores, ON P0J 1K0
Phone: (705) 672-3363 ext. 4136
Fax: (705) 672-2911
lbelanger@temiskamingshores.ca

General Terms and Conditions

Tender

Tenders submitted and prices offered shall be irrevocable and open for acceptance for a period of not less than sixty (60) days.

The Form of Tender must be signed in the space provided on the form, with the signature of the Proponent or responsible official of the firm bidding.

The highest or any Tender not necessarily accepted.

Change/Amendment

At any time prior to the closing date and time, the City reserves the right to alter, delete, amend or add to, in whole or in part, any of the terms, conditions, procedures, requirements and provisions of this Tender, in which case, a formal addendum specifying the same in detail will be issued. All addendum(s) will be posted on the City's website; Public Notices. It is the Bidders sole responsibility to check the website for addendum(s) prior to submitting their Tender.

Withdrawal of Tenders

Proponents will be permitted to withdraw their Tenders, unopened after it has been deposited, if such a request is received by the Clerk or his/her designate in writing, prior to the time specified for the closing of Tenders.

Acceptance or Rejection of Tenders

The submission of a tender does not obligate the City to accept any Tender or to proceed further with the sale of the property. The City may, in its sole discretion, elect not to proceed with the sale in whole or in part and may elect not to accept any or all Tenders for any reason, or to cancel the RFT without any obligation whatsoever to Proponents.

The City retains the separate right to accept or waive irregularities if, in the City's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the City may, as a condition of acceptance, request a Proponent to correct a minor or technical irregularity with no change to the tendered price. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a bid, shall be at the City's sole and absolute discretion.

Proponents expressly waive any and all rights to make any claim against the City for any matter arising from the City exercising its rights as stated in these General Terms and Conditions.

Failure to Comply with all Tender Terms

Documented failure to comply with all terms, specifications, requirements, conditions and general provisions of this Tender, to the satisfaction of the City, shall be just cause for the cancellation of the Tender award. The City shall then have the right to award this Tender to any other Proponent or to re-issue the Tender.

Date of Final Sale

The sale of the property shall be completed within 30 days of acceptance by the City of Temiskaming Shores Council.

Payment

The Successful Proponent shall be responsible to pay the tendered amount, and all costs incurred or required to acquire the subject property, including, but not limited to legal fees, survey costs, appraisal costs, encumbrances, advertising, improvements, administration fees and other costs to transfer the property into his/her name.

Protection of the City

The Successful Proponent shall at all times well and truly save, defend, keep harmless and fully indemnify the City and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the City, its servants, employees or agents, in any way relating to this Tender.

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

Exclusion of Bidders in Litigation

No bid will be accepted from any Bidder inclusive of its subcontractor(s), which has a claim or instituted a legal proceeding or has threatened a claim or instituted a legal proceeding against the City or against whom the City has a claim or instituted a legal proceeding with respect to any previous Contract, without prior approval by Council.

Errors and/or Omissions

The City shall not be held liable for any errors and/or omissions in any part of this RFT. While the City has used considerable efforts to ensure an accurate representation of information in this RFT, the information contained herein is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFT is intended to relieve the Bidders from their own opinions and conclusions with respect to the matters addressed in the RFT.

Harmonized Sales Tax

Pricing shall exclude Harmonized Sales Tax or any other applicable taxes but will be considered extra, if applicable.

Freedom of Information

This information is being collected pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act and will only be used to make a decision concerning the acceptance of this Tender. Any information including all work as described in these documents, service or product details, unit prices, statements, and any other information provided by the Proponent shall be kept strictly confidential and release of same, except for any details such as the name of the Successful Proponent and total price will be made public regarding this bid document stated in a report to the Council of the City, shall only be granted in accordance with the Municipal Freedom of Information and Protection of Privacy Act R.S.O.1990, c. M.56 as amended.

Any proprietary or confidential information contained in the Tender should be clearly identified.

Influence

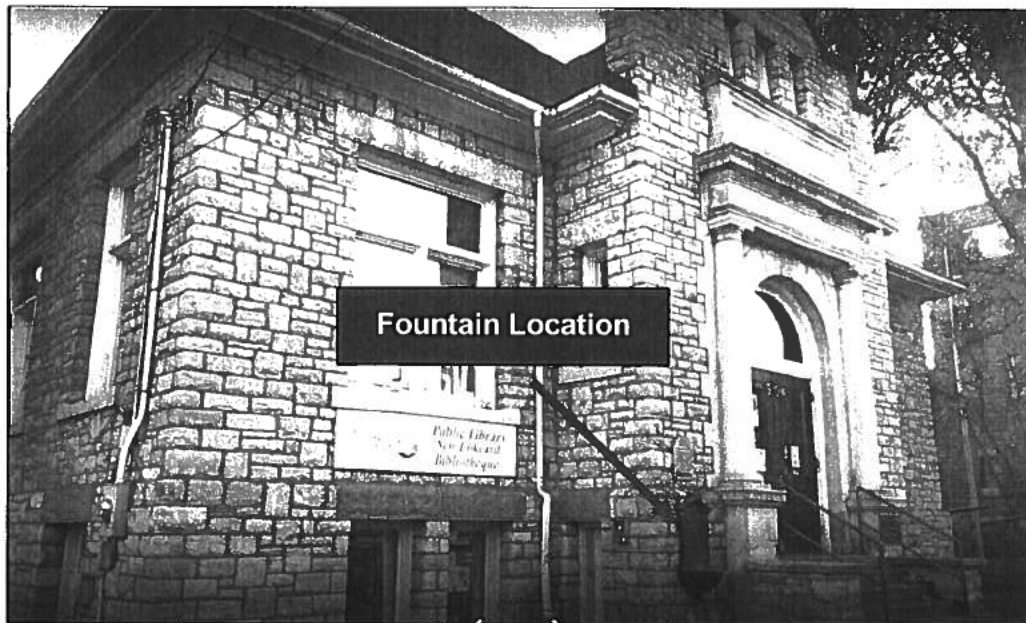
No person, company, corporation or organization shall attempt in any way, either in private or in public, to influence the outcome of any City of Temiskaming Shores purchasing or disposal process.

The bid, quotation, or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subjected to exclusion or suspension under procurement policies and procedures for the City of Temiskaming Shores.

Schedule A: Property Information

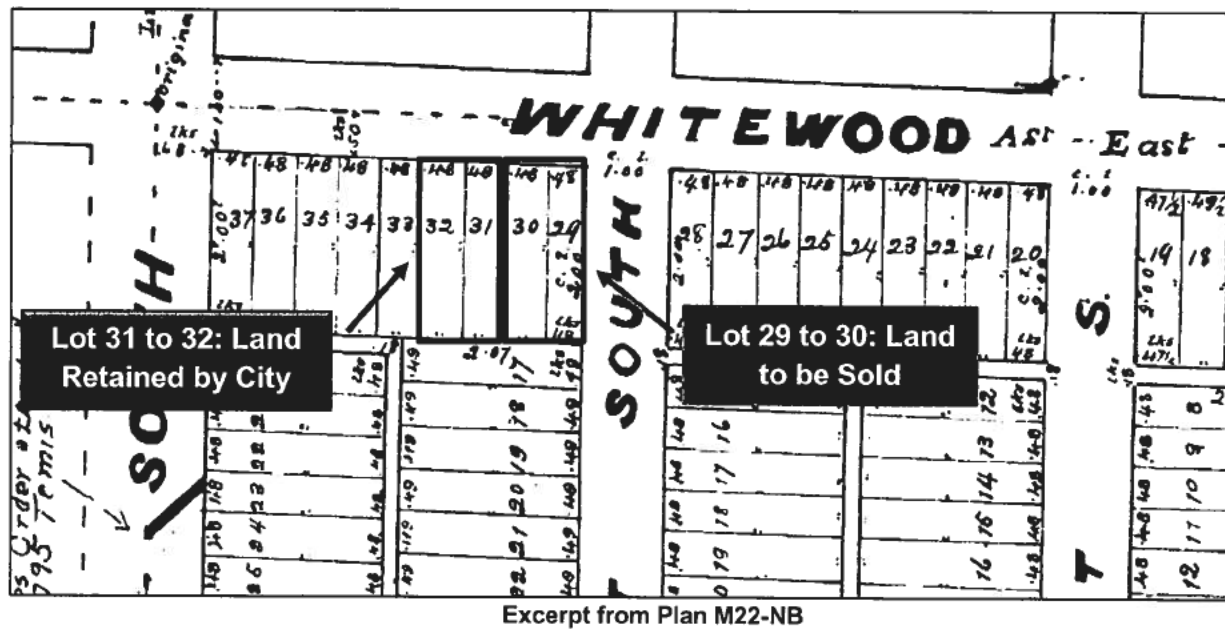
ASSESSMENT ROLL NO.	5418-010-004-03400
PROPERTY LOCATION	50 Whitewood Avenue
LEGAL DESCRIPTION	PLAN M22NB PT LOT 29 TO 32 PCL 1487NND PUBLIC LIBRARY Note: The City will be retaining Lot 31 and 32 (i.e. Cenotaph lands) identified on Plan M22NB
OFFICIAL PLAN DESIGNATION	TOWN CENTRE
ZONING	C1 GENERAL COMMERCIAL
MUNICIPAL SERVICES	WATER AND SANITARY SERVICES
ACCESS	YEAR-ROUND ROAD ACCESS
PRESENT USE	731 - Library and/or literary institutions
ASSESSMENT	237,000 (2020)
MINIMUM TENDER AMOUNT	\$200,000.00

The sale excludes the fountain in memory of Dr. J.D. McNaughton on the exterior of the building.



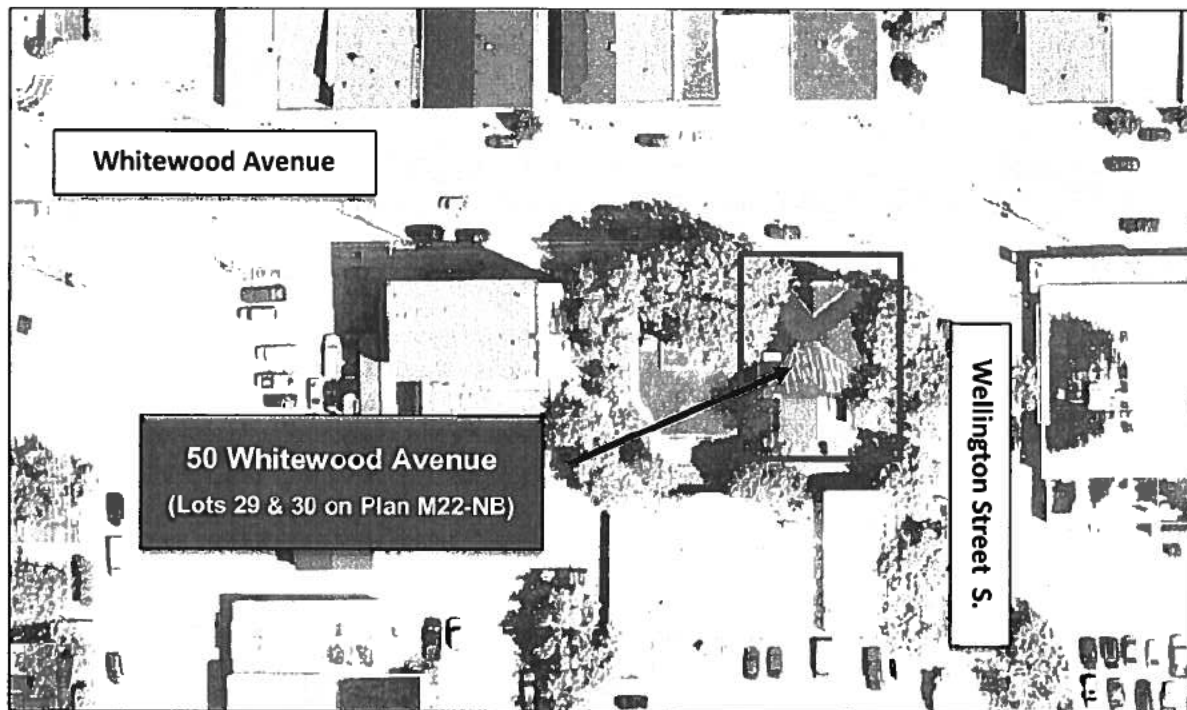
The building and the Cenotaph are on located on Parcel 1487NND Lots 29-32 on Plan M22-NB, at the corner of Whitewood Avenue and Wellington Street. The disposition does not include the Cenotaph lands (i.e. Lots 31 and 32).

The lands are Zoned C1 General Commercial, which has no minimum frontage or area, no minimum interior side yard, and a maximum lot coverage of 80 percent. The land to be sold (Lots 29 and 30) would have an approximate lot coverage of 41 percent (i.e. without Lot 31 and 32 - Cenotaph lands), in compliance with the Zoning By-law No. 2017-154.



This picture below depicts the property line between the Cenotaph lands and the building (i.e. between Lots 30 and 31 on Plan M-22NB). It is approximately 2 meters from the building.





Maps and pictures provided for informational purposes only.

The purchaser assumes complete responsibility for compliance with zoning and all other applicable codes and bylaws. Rezoning, change in use, etc., may be required depending on the proposed future use of the building, and associated parking requirements.

Background

In 1910, the New Liskeard Public Library building was constructed, and in January 1985, the Town of New Liskeard designated the building as having architectural and historical value under the Ontario Heritage Act. This municipal designation was registered on Title at the Land Titles Office, and continues to be in place.

In 2013, Council awarded a contract to Mitchell Architects to complete a building condition survey to diagnose the overall condition of the facility, and to provide a blueprint for planning major capital improvements, as well as to determine how to best allocate short- and long-term expenditures. In January 2014, the City received the Library Building Condition Survey (see **Schedule B**). The report outlines multiple recommendations including stabilization of the building, accessibility upgrades and lack of space requirements for a library. The report also recommended that the Parapet structure above the main entrance should be deconstructed and rebuilt, due to signs of bulging (no longer vertical). In 2017, Council awarded this repair of the Parapet Structure to Rivard Bros. Ltd.

The subject property is being sold on an "as is" and "where is" basis. The above data provided is considered to be basic approximate information only, and is not intended to fully describe the subject property. Any interested party should satisfy themselves as to the suitability of the property for their purposes. It is the responsibility of the Bidder(s) to do its own due diligence in this regard. The City of Temiskaming Shores provides no representations or warranties of any kind whatsoever.

Schedule B:

Mitchell Architects - Building Condition Survey, January 2014:

Section A: 50 Whitewood Avenue, New Liskeard, Ontario

Form of Tender

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices as are required to satisfy this Tender.

All prices offered in this Tender are firm, irrevocable and open for acceptance by the City for a period of sixty (60) days. All prices are to be in Canadian Funds. The City will not reimburse any Bidder for any cost or expense of any kind, incurred in preparation or submission of any response to this Request for Tender.

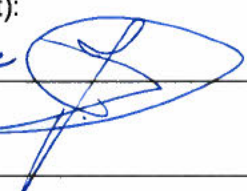
To: Name: The Corporation of the City of Temiskaming Shores
 Address: 325 Farr Drive, P.O. Box 2050, Haileybury, ON P0J 1K0
 Telephone: (705) 672-3363 / Website: www.temiskamingshores.ca

Re: Sale of Land: Property Location: 50 Whitewood Avenue
 Legal Description: PLAN M22NB PT LOT 29 TO 32 PCL 1487NND PUBLIC LIBRARY
Note: City will retain Lot 31 and 32 identified on Plan M22NB
 Assessment Roll No.: 5418-010-004-03400

A minimum bid of \$200,000 has been set.

- I/We Woodland Heritage Northeast Ltd. (Ryan Primrose) hereby tender to purchase the land described above, for the amount of \$ 275,000.00, plus Harmonized Sales Tax (HST), if applicable, in accordance with the terms and conditions stated within for the sale of municipal land, and in accordance with the City's Disposal of Real Property By-law No. 2015-160.
- I/We understand that this Tender must be received by City Hall of the City of Temiskaming Shores no later than **2:00 p.m. local time on November 25, 2020**, and in the event of this tender being accepted, I /we shall be notified of its acceptance by the City.
- I/We shall be responsible for all costs incurred or required to acquire the subject property, including, but no limited to legal fees, survey costs, appraisal costs, encumbrances, advertising, improvements and administration fees. The City makes no representation regarding the title or any other matters related to the land to be sold. The subject property is being sold on an "as is" and "where is" basis.

Dated at New Liskeard, this 20 day of November 2020.

Name of Tenderer (Print): <u>Ryan Primrose</u>	Name of Tenderer (Print):
Signature of Tenderer: 	Signature of Tenderer:
Address of Tenderer: [REDACTED]	Address of Tenderer:
Telephone Number(s): Home: <u>N/A</u> Cell: [REDACTED]	Telephone Number(s): Home: _____ Cell: _____

City of Temiskaming Shores
CS-RFT-002-2020
Sale of Land by Public Tender – 50 Whitewood Avenue

Conflict of Interest Declaration

Please check appropriate response:

- ☒ I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our Tender submission.
- ☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our, or our Company's tender submission or the contractual obligations under the Agreement.

List Situations:

In making this Tender submission, our or our Company ~~has~~ / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the tender process) and the confidential information was relevant to the Work/Services, their pricing or tender evaluation process.

Dated at 17 Wellington St. N. this 20 day of November, 2020.
New Liskeard

Firm Name (if applicable): Woodland Heritage Northeast Ltd.

Name of Bidder or Authorization Official: Ryan Primrose

Title (if applicable):

Resident.

Signature:

Page 2 of 2 to be submitted



CS-RFT-002-2020

Request for Tender

Sale of Land by Public Tender – 50 Whitewood Avenue

**Addendum No. 1
(to the Request for Tender Document)**

The Request for Tender (RFT) is modified as set forth in this Addendum. The original RFT Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFT. Respondents shall take this Addendum into consideration when preparing and submitting its Tender.

1. Questions and Answers

The following questions and answers are provided as information to clarify questions raised about the Request for Tender (RFT).

- 1.1 **Question:**
Could you please provide the hydro costs for the building?

Answer:
The hydro costs to operate 50 Whitewood Avenue have been provided over an eighteen-month period, to recognize that the building became vacant in June 2020:

Month		50 Whitewood Avenue
2019	January	\$ 309.09
	February	\$ 323.72
	March	\$ 275.94
	April	\$ 280.14
	May	\$ 355.19
	June	\$ 299.54
	July	\$ 407.60
	August	\$ 253.94
	September	\$ 301.35
	October	\$ 447.77
	November	\$ 360.99
	December	\$ 345.82
Total 2019:		\$ 3,961.09

2020	January	\$	321.00
	February	\$	350.95
	March	\$	269.81
	April	\$	110.28
	May	\$	122.65
	June	\$	78.04
Total 2020:		\$	1,252.73

- 1.2 **Question:**
What is the City's insurance premium for the property?

Answer:
The City of Temiskaming Shores 2020 insurance premium for 50 Whitewood Avenue was \$4,143.00.

- 1.3 **Question:**
What are the property taxes for the property?

Answer:
The City of Temiskaming Shores is exempt from property taxes. Property tax is calculated by multiplying the current year assessed value of a property, by the applicable current municipal and education tax rate(s). Properties or portions of a property are classified according to the property's use, and each category represents a different tax class.

For the example below, the Commercial Occupied classification was used to illustrate the estimated 2020 property taxes:

Assessment (2020)	Tax Rates: Commercial Occupied			2020 Taxes (Municipal and Education)
	Municipal	Education	Total	
\$237,000	0.0233311	0.0098000	0.0331311	\$7,852.07

- 1.4 **Question:**
Are there any other fees levied (charged) by the City?

Answer:
The City of Temiskaming Shores would apply an annual water and sewer rate and an annual waste diversion levy. For illustrative purposes, the commercial water and sewer rate has been outlined:


Commercial Water & Sewer Rate (2020):	\$928.55/unit
Waste Diversion Levy:	\$36.00/set of bins

1.5 **Question:**
Can I schedule a site visit to view the property?

Answer:

Yes, non-mandatory site visits may be scheduled on Friday, November 6, 2020, between the hours of 8:30 a.m. until 4:00 p.m., by appointment only.
Please register with the Clerk by contacting:

Logan Belanger
Municipal Clerk
705-672-3363 ext. 4136
lbelanger@temiskamingshores.ca



Logan Belanger
Municipal Clerk

*Issued: **October 28, 2020***

CITY OF TEMISKAMING SHORES
P.O. Box 2050
Haileybury, ON
P0J 1K0

The Corporation of the City of Temiskaming Shores

By-law No. 2020-128

Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the Grant Municipal Drain

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues; and

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

Whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas the Council of The Corporation of the City of Temiskaming Shores acknowledged receipt of Administrative Report No. CS-051-2020 at the December 15, 2020 Regular Council Meeting, directing staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the Grant Municipal Drain, for consideration at the December 15, 2020 Regular meeting of Council.

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with Pedersen Construction (2013) Inc. for the repair of the Grant Municipal Drain, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 15th day of December, 2020.

Mayor – Carman Kidd

Clerk – Logan Belanger



Schedule “A” to

By-law 2020-128

Agreement between

The Corporation of the City of Temiskaming Shores

And

Pedersen Construction (2013) Inc.

for the repair of the Grant Municipal Drain

This agreement made in duplicate this 15th day of December 2020.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

and

Pedersen Construction (2013) Inc.
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Grant Municipal Drain Repair
Request for Quotation No. CS-RFQ-001-2020**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Drainage Superintendent, all the work by **February 26th, 2021.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at the follow rates, plus applicable taxes:

Description	Units	Quantity	Unit Price	Amount
Lump Sum Project	L.S.			7,820.00
Supply and place additional tonnage of Rip Rap (if required)	Tonne	1	30.00	30.00
Investigative Hourly Rate	Per Hour	1	590.00	590.00

- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 1 to 2 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Owner shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

Pedersen Construction (2013) Inc.

P.O. Box 2409

New Liskeard, Ontario

P0J 1P0

The Owner:

Corporation of the City of

Temiskaming Shores

P.O. Box 2050

325 Farr Drive

Haileybury, Ontario

P0J 1K0

Remainder of Page left blank intentionally

Clerk – Logan Belanger



Appendix 01 to
Schedule “A” to
By-law No. 2020-128
Form of Agreement



City of Temiskaming Shores

Grant Municipal Drain Repair
CS-RFQ-001-2020

City of Temiskaming Shores
CS-RFQ-001-2020
Grant Municipal Drain Repair

Form of Quotation

Each Quotation should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

I/We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation.

NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.

All prices are to be in Canadian Funds. The City will not reimburse any Bidder for any cost or expense of any kind, incurred in preparation or submission of any response to this Request for Quotation.

Description	Units	Quantity	Unit Price	Amount
Lump Sum Project	L.S.			7,820.00
Supply and place additional tonnage of Rip Rap (if required)	Tonne	1	30.00	30.00
Investigative Hourly Rate	Per Hour	1	590.00	590.00
Sub-Total:				\$ 8,440.00
H.S.T.:				\$ 1,097.20
Total:				\$ 9,537.20

**City of Temiskaming Shores
CS-RFQ-001-2020
Grant Municipal Drain Repair
Non-Collusion Affidavit**

I/We Karl Pedersen the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at New Liskeard this 1st day of December, 2020.

Signed

Company Name

Title


Pedersen Construction (2013) Inc.

President

Conflict of Interest Declaration

Please check appropriate response:

- ☒ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- ☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at New Liskeard this 1st day of December, 2020.

Signed

Company Name

Bidder's Authorization Official

Title


Pedersen Construction (2013) Inc.

Karl Pedersen

President



CS-RFQ-001-2020
Request for Quotation
Grant Municipal Drain Repair

Addendum No. 1
(to the Request for Quotation Document)

The Request for Quotation (RFQ) is modified as set forth in this Addendum. The original RFQ Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFQ. Respondents shall take this Addendum into consideration when preparing and submitting its Tender.

1. Page 4 indicates contact information related to the Examination of Site:

Grant Ag Corp.
William Runnalls
705-676-8046
E: wrunnalls@grant_capital.com

REPLACE with the following:

Grant Ag Corp.
William Runnalls
705-676-6785
E: wrunnalls@grant-capital.com

Logan Belanger
Municipal Clerk

Issued: November 18, 2020

CITY OF TEMISKAMING SHORES
P.O. Box 2050
Haileybury, ON
P0J 1K0



CS-RFQ-001-2020
Request for Quotation
Grant Municipal Drain Repair

Addendum No. 2
(to the Request for Quotation Document)

The Request for Quotation (RFQ) is modified as set forth in this Addendum. The original RFQ Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFQ. Respondents shall take this Addendum into consideration when preparing and submitting its Tender.

1. Questions and Answers

The following questions and answers are provided as information to clarify questions raised about the Request for Quotation (RFQ).

- 1.1 **Question:**
Geotextile – Is Terrafix 360R or equal acceptable for geotextile?

Answer
Yes, Terrafix 360 R is acceptable geotextile for this project.

- 1.2 **Question:**
Rip Rap (80 tonnes) – Is quarried blast granite rock an acceptable alternative to blast limestone?

Answer
Yes, quarried blast granite rock is acceptable as an alternate to blast limestone.

- 1.3 **Question:**
Rip Rap (80 tonnes) – How thick is blast rip rap being placed on the geotextile? (300 mm?)

Answer:
300 mm blast rip-rap placed on geotextile, minimum of 300 mm cover. Some areas may require up to 450 mm cover on the pipe depending on site conditions. Note, this 900 mm pipe at time of construction was only covered with clay from the site, now eroded.



- 1.4 **Question:**
Rip Rap (80 tonnes) – Gradation - Are we supplying unprocessed rock from blast for rip rap or R10 processed rip rap (100mm to 200 mm size)?
- Answer:**
Gradation would be unprocessed rock from blast.
- 1.5 **Question:**
Pipe - Is the contractor to supply 20 meters of new 900 mm HDPE pipe 320 KPA pipe? (smooth inside wall)
- Answer:**
Pipe - No pipe (900 mm HDPE) required. Existing pipe to be covered only. Condition of existing pipe from initial investigation appears to be in acceptable condition.
- 1.6 **Question:**
Hourly Investigation Rate - For the hourly investigation rate, does the contractor include in the supply a supt., grade person, 2 labourers and an excavator in the hourly rate?
- Answer:**
Hourly investigation rate should include supply of a superintendent, grade person, 2 labours and excavator in hourly rate.

Logan Belanger
Municipal Clerk

Issued: November 25, 2020

CITY OF TEMISKAMING SHORES
P.O. Box 2050
Haileybury, ON
P0J 1K0

The Corporation of the City of Temiskaming Shores

By-law No. 2020-129

Being a by-law to amend By-law No. 2020-034 to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada for Accessibility Upgrades at the Don Shepherdson Memorial Arena – Project No. 1591799

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

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

Whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas Council entered into a funding agreement with Employment and Social Development Canada for Accessibility Upgrades at the Don Shepherdson Memorial Arena, through By-law No. 2020-034 on March 24, 2020; and

Whereas Council considered Memo No. 017-2020-RS at the December 15, 2020 Regular Council meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2020-034 being an agreement with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada for Accessibility Upgrades at the Don Shepherdson Memorial Arena, for consideration at the December 15, 2020 Regular Council meeting.

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Schedule A to By-law No. 2020-034, be hereby amended by the Amended Schedule, a copy of which is hereto attached as Schedule A and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 15th day of December, 2020.

Mayor – Carman Kidd

Clerk – Logan Belanger



Schedule “A” to

By-law No. 2020-129

Being a by-law to amend By-law No. 2020-034 to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada for Accessibility Upgrades at the Don Shepherdson Memorial Arena – Project No. 1591799



ARTICLES OF AGREEMENT
BETWEEN
HER MAJESTY THE QUEEN IN RIGHT OF CANADA
(HEREINAFTER REFERRED TO AS "CANADA"), AS REPRESENTED BY
THE MINISTER OF EMPLOYMENT AND SOCIAL DEVELOPMENT
AND
The Corporation of the City of Temiskaming Shores
(HEREINAFTER REFERRED TO AS "THE RECIPIENT")
HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES"

Whereas the Recipient has applied to Canada for funding to carry out the project;

Whereas Canada has determined that the Recipient is eligible for a grant under the Program mentioned in Schedule A - Project Description and Signatures and that the Project qualifies for support; and

Whereas Canada has agreed to provide a grant to the Recipient to help it to implement the project;

Now, therefore, the Parties agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement
- (b) Schedule A - Project Description and Signatures



2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"Eligible Expenditures" means the expenditures listed in the Project budget in *Schedule A - Project Description and Signatures*;

"Fiscal Year" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"Grant" means the grant funds provided by Canada under this Agreement;

"Project" means the project described in *Schedule A - Project Description and Signatures*;

"Project Period" means the period beginning on the Project Start Date and ending on the Project End Date specified in *Schedule A - Project Description and Signatures*; and

"Working Day" means Monday through Friday except statutory holidays.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by both Parties and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 Notwithstanding section 3.1, the rights and obligations of the parties, which by their nature, extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

4.0 PURPOSE OF THE GRANT

4.1 The purpose of the funding granted by Canada according to the terms of this Agreement is to enable the Recipient to carry out the Project. The Recipient shall use the grant for paying the Eligible Expenditures of the Project.

5.0 PAYMENT OF THE GRANT

5.1 Canada will pay the Recipient a grant in the amount specified in *Schedule A - Project Description and Signatures*. The grant will be paid in instalments in accordance with the instalment schedule set out under Payment Method *Schedule A - Project Description and Signatures*.

6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 Canada may, upon not less than ninety (90) days' notice, reduce its funding under this Agreement or terminate the Agreement as per article 15.0 if:

- (a) the level of funding for the Program named in this Agreement for the Fiscal Year in which the payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (b) Parliament reduces the appropriation of funds for grants under the Program named in this Agreement.

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Recipient is of the opinion that it will be unable to complete the Project in the manner desired by the Recipient, the Recipient may terminate the Agreement upon not less than thirty (30) days notice to Canada.



8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's Application for Funding under the Program named in this Agreement;
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its Application for Funding,
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement; and
- (d) declares to use a fair, accountable and transparent process when procuring goods and/or for services in relation to the Project.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the grant that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act* (R.S.C., 1985, c. 44 (4th Supp.)), as amended from time to time, at the time the lobbying occurred and that any such person to whom the Lobbying Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 PROJECT RECORDS

9.1 The Recipient shall keep proper books and records of the grant received and of all expenditures made using the grant relating to the Project.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of three (3) years following the Project Period.

9.3 During the period of the project as well as the period referred to in section 9.2, the Recipient shall give access to its files, books and records related to the project, upon request and within a reasonable time, to representatives of Canada for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement. The Recipient shall permit Canada's representatives to take copies and extracts from such books and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

10.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

10.1 If, during the Project Period or within the period referred to in 9.2, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* (R.S.C., 1985, c. A-17), requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada. (Not applicable to municipalities or other recipients excluded by the application of the Act)

11.0 REPORTING

11.1 The Recipient shall submit to Canada, a complete final report acceptable to Canada that outlines the results of the Project within thirty (30) days following the Project Period.

12.0 CONTINUOUS ELIGIBILITY

12.1 The Recipient must, during the Project Period, continue to meet the eligibility requirements of the Program named in this Agreement which were effective upon signature of the agreement. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status or a change in Project activities result in the Project no longer meeting the eligibility criteria of the Program which were effective upon signature of this Agreement.

13.0 EVALUATION

13.1 The Recipient recognizes that Canada is responsible for the evaluation of the Program named in this Agreement. The Recipient agrees to cooperate with Canada for the duration of the Project and within a period of three (3) years thereafter by providing access to the information required to carry out the evaluation.



14.0 TERMINATION OF AGREEMENT

Termination for Default

14.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient (section 14.1(1)(a) not applicable to municipalities or school boards);
- (b) the Recipient ceases to operate (section 14.1(1)(a) not applicable to municipalities or school boards);
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, the risk in the Recipient's ability to complete the Project has changed substantially and unfavorably.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs (section 14.1(1)(a) not applicable to municipalities or school boards); or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default or within such longer period as Canada may specify, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period

Canada may terminate the Agreement immediately by written notice. Effective on that date, Canada has no more obligations to pay any remaining instalments of the grant as specified in the Agreement.

(3) Pursuant to paragraph 14.1 (2)(b), Canada may suspend payment of any further instalment of the grant under this Agreement.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

14.2 Either Parties may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

15.0 REPAYMENT REQUIREMENTS

15.1 (1) When a written notice is provided by either one of the Parties pursuant to section 7 or section 14:

- (a) the Recipient must not make any new commitment related to the project which may generate eligible expenditures and must cancel any ongoing commitments, or where possible, reduce the amount of such expenditures arising from any commitment; and
- (b) all eligible expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including direct costs and incidentals related to the cancellation of obligations of the Recipient for the termination of the agreement; a payment or a reimbursement will be made under this paragraph only if it has been demonstrated to the satisfaction of Canada that the Recipient has actually incurred the expenses and they are reasonable and related to the termination of the agreement.

(2) If this Agreement is terminated by the Recipient in accordance with section 14.2, the latter shall reimburse Canada the unused grant funds in its possession or under its control within thirty (30) days.

15.2 Notwithstanding section 15.1, if the Agreement is terminated under section 14.1 by Canada because the Recipient uses the grant for a purpose or expenditures not agreed upon under this Agreement, Canada may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Recipient the repayment of the grant funds that were used by the Recipient for purposes other than the Project or used for costs that were not Eligible Expenditures.

15.3 If Canada demands the repayment of any part of the grant pursuant to section 15.1 or section 15.2, the amount demanded shall be deemed to be a debt due and owing to Canada and the Recipient shall pay the amount to Canada immediately unless Canada directs otherwise.



15.4 Interest shall be charged on overdue repayments owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations (SOR/96-188)* (the "Regulations") made pursuant to the *Financial Administration Act (R.S.C., 1985, c. F-11)*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

16.0 INDEMNIFICATION

16.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

17.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

17.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract obtaining services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient in support of the Project. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the amount of Canada's funding as indicated in the Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

18.0 CONFLICT OF INTEREST

18.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act (S.C. 2006, c. 9, s. 2)*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

18.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

19.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

19.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

19.2 To enable Canada's participation in any subsequent communications activities about the project the Recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

19.3 The Recipient shall ensure that all communication activities, publications and advertising (including on social media or websites) relating to the project include the recognition of Canada's financial assistance to the satisfaction of Canada.

20.0 ACCESS TO INFORMATION

20.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act (R.S.C., 1985, c. A-1)*, and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

21.0 PROACTIVE DISCLOSURE

21.1 The Recipient acknowledges that the name of the Recipient, the amount of Canada's funding and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.



22.0 NOTICES

22.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email to the postal address, fax number or email address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

22.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

23.0 ASSIGNMENT OF THE AGREEMENT

23.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

24.0 SUCCESSORS AND ASSIGNS

24.1 This Agreement is binding upon the parties and their respective successors and assigns.

25.0 COMPLIANCE WITH LAWS

25.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed. The parties agree that the Court of the province or territory where the Project will be performed is competent to hear any dispute arising out of this agreement.

25.2 The Recipient shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including any environmental legislation and any legislation regarding protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

26.0 AMENDMENT

26.1 This Agreement may be amended, with respect to applicable laws, by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

27.0 UNINCORPORATED ASSOCIATION

27.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

28.0 COMMUNICATION WITH THE PUBLIC

28.1 The Recipient shall clearly identify the project's clientele, and shall take the appropriate steps to communicate with the target audience

29.0 AGREEMENT WITHOUT PREJUDICE [clause applicable only in Québec]

29.1 This Agreement is without prejudice to discussions underway between the Quebec Government and Canada for the purpose of establishing new standard agreements for the application of *An Act respecting the Ministère du Conseil exécutif* (CQLR, chapter M-30) in regards to Funding Agreements related to the programs of the Department of Employment and Social Development.

SECTION C Schedule A - Project Description and Signatures (to be completed by ESDC)

Common System for Grants and Contributions (CSGC) File Number: 1591799

Project Title: Don Shepherdson Memorial Arena Accessibility Upgrades

Program Name: Enabling Accessibility Fund - Grants

This Application is: ☒ Approved ☐ Not Approved

Grant Amount:



Amount Requested: \$ 100000

Amount Approved: \$ 100000

Project description and Budget adjustments:

Activities:

Amendment 1: The reason for amending this agreement is to allow the organization to extend the project duration from March 22, 2021 to October 31, 2021 to allow the organization to conduct project activities that have been delayed due to the weather conditions.

The proposed project consists of creating a level entrance, installing doors with automated doors opener, building an accessible washroom and installing new floor.

Budget:
N/A

Other Conditions:

Condition related to the Official Languages Act :

The Recipient acknowledges that Canada is subject to the Official Language Act and, as such, must actively offer project-related services, make project-related documentation and announcements in both official languages.

Specific Obligations Related to the Project:

i.e.: publication or research, or other tool printed or published in both languages.

Project Period:

From: 2020/03/23

To: 2021/10/31

Payment Method:

Number of Installment(s): 1

1st Installment Amount: \$ 100000

1st Installment Date: 2020/03/26

Date of Approval: 2020/11/24

Canada signing authority on behalf of the Minister of Employment and Social Development

CANADA

2020-11-30

Date (yyyy-mm-dd)



FOR THE RECIPIENT (to be completed by the recipient)

- I certify that I have the capacity and that I am authorized to sign the Articles of Agreement of this grant on behalf of the "Recipient" organization;
- I have read, understand and agree to these Articles of Agreement and I agree that once approved and signed by both parties, these Articles of Agreement will be effective immediately and shall constitute a legally binding agreement.

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

The Corporation of the City of Temiskaming Shores

By-law No. 2020-130

Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on December 15, 2020, and its Special meetings held on December 8, 2020 and December 9, 2020

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

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

Whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws.

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the actions of the Council at its Regular meeting held on **December 15, 2020** and at its Special meetings held on **December 8, 2020** and on **December 9, 2020**, with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 15th day of December, 2020.

Mayor – Carman Kidd

Clerk – Logan Belanger