



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

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 – November 17, 2020.

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.

8. Question and Answer Period

9. Presentations / Delegations

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

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

Draft Resolution

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.

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 Eanturel

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

Reference: Received for Information

- e) Carol Watson, Clerk – Township of Howick

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

Reference: Received for Information

- 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

- g) Bryan Smith, President Gravel Watch Ontario

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

Reference: Received for Information

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 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.

12. Committees of Council – Internal Departments

Draft Motion

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.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

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

Draft Motion

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.

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

Draft Motion

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.

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

Draft Motion

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.

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

Draft Motion

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.

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

Draft Motion

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.

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

Draft Motion

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.

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

Draft Motion

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.

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

Draft Motion

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.

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

Draft Motion

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.

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

Draft Motion

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.

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

Draft Motion

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.

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

Draft Motion

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.

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

Draft Motion

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

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

Draft Motion

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.

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

Draft Motion

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.

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

Draft Motion

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).

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

Draft Motion

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.

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

Draft Motion

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*.

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

Draft Motion

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

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

Draft Motion

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.

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

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.

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

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.

16. By-lawsDraft Motion

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.

Draft Motion

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.

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.

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 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

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. 2020-123 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.

Draft Motion

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.

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, November 17, 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 Officer
Brad Hearn, IT Administrator
Steve Burnett, Manager of Environmental Services
Mitch Lafreniere, Manager of Transportation Services
Laura Lee MacLeod, Treasurer

Regrets: N/A

Members of the Public Present: 2

3. Review of Revisions or Deletions to Agenda

None.

4. **Approval of Agenda**

Resolution No. 2020-520

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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. 2020-521

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

- a) Regular meeting of Council – November 3, 2020.

Carried

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

None.

8. **Question and Answer Period**

None.

9. Presentations / Delegations

a) Sergeant Kelly Withrow, Ontario Provincial Police

Re: Ontario Provincial Police Contract Renewal

Sergeant Kelly Withrow, reviewed a PowerPoint presentation regarding the contract renewal for OPP municipal policing services in the City of Temiskaming Shores. The presentation included an overview of the OPP annual expenditures (i.e. municipal policing resources and provincial / specialized responsibilities); the OPP Billing Model, including a comparison between the previous billing model and the current model, introduced in 2015; the OPP municipal policing cost trends, including the OPP Municipal Cost Recovery (i.e. base services, calls for service, and additional costs), as well as the Temiskaming Shores municipal cost overview; the OPP contract renewal process, and the Community Safety and Policing Act, 2019.

Councillor McArthur inquired about the costs associated with the municipal responsibility of the OPP police, specifically staff resources. Sergeant Withrow stated that municipalities are billed for their portion of detachment and support positions required to meet service demands. This is calculated during Daily Activity Reporting; for example, if an OPP staff person is on a leave of absence, the municipality is not billed.

Councillor Hewitt inquired about the billing model and requested a review on the capped figures. Sergeant Withrow stated that following the release of the new billing model, to minimize the impact to municipalities that experienced increases had a phased-in funding approach, over five years, with a maximum cap per year. 2020 was the last year of the capped approach (i.e. completion of the five-year phase-in).

Councillor Whalen requested an explanation on how school board properties affect the annual billing cost to municipalities. In addition, inquired what is considered proactive policing versus a call for service within school properties, and whether these costs are a provincial or municipal responsibility. Sergeant Withrow stated that municipalities with school boards do experience proactive policing services, such as meet and greets (base service); however, if there is a call to respond (example: drug call), that is considered a call for service, and the municipality would be responsible for the associated costs.

Councillor Jelly inquired when a member is off on leave and the municipality is not billed; how these leaves affect proactive policing services. Sergeant Withrow commented that the OPP uses an availability factor; i.e. 1417 hours per year are required per year to the municipality. If an officer is off, and another officer is called in on overtime, that is not being charged as overtime, it contributes to the availability factor. If the hours are not met, the municipality

is not charged. Joel Breault, Detachment Commander, commented that minimum staffing levels are established to ensure there is staff available for calls for service; however, when officers are not on calls, proactive policing measures can occur.

Mayor Kidd inquired about the origin of the number of households' data, used for billing purposes. Sergeant Withrow commented that the data is derived from MPAC.

Mayor Kidd thanked Sergeant Withrow and Joel Breault, Detachment Commander for the presentation.

b) James Franks, Economic Development Officer

Re: Culinary Tourism Project Update

James Franks, Economic Development Officer reviewed a PowerPoint presentation regarding the Culinary Tourism Project, supported by the Canadian Experience Fund. The project began in aims to enhance the Lake Temiskaming Tour through food and drink, to provide visitors and locals with meaningful food and drink experiences. The project seeks to increase visitation to the region, encourage visitors to stay longer and spend more. The tourism dollars are being spread across a variety of businesses in the region. Due to the COVID-19 pandemic, the project was extended from December 31, 2020 until July 31, 2021.

The City partnered with the Culinary Tourism Alliance, which works with communities to grow food tourism. They provided training to agri-food enterprises to ensure businesses are prepared for the food travelers. During the pandemic, the training was offered virtually and 11 businesses participated; training included developing culinary experiences, online sale processes, and working with community partners to generate awareness. Mr. Franks reviewed a slide outlining 15 culinary experiences, as well as the marketing and promotion activities for the project, including a partnership with Destination Northern Ontario. Promotional activities will occur in early 2021 to promote culinary tourism once the market reopens.

Councillor Whalen inquired if the projections were based on regular operations or during the pandemic, noting the impact if restrictions remain in effect. Mr. Franks commented that projections were estimated in 2021 with regular operations, and there will be a focus on tourism within the North.

Mayor Kidd inquired about the virtual Royal Winter Fair. Mr. Franks commented that Destination Northern Ontario had a booth at the virtual fair, and that he participated. It is anticipated that event organizers will be provided with statistics regarding participation.

10. Communications

- a) Ontario Ombudsman

Re: 2019-2020 Annual Report – Facts and Highlights

Reference: Received for Information

- b) Little Claybelt Homesteaders Museum

Re: Claybelt Spreader, November 2020

Reference: Received for information

- c) Matt MacDonald, Director of Corporate Services/ City Clerk - City of Bellville

Re: Support - Accessibility for Ontarians with Disabilities Act, Website Upgrades, 2020-10-28

Reference: Received for Information

- d) Catalina Blumenberg, Clerk - County of Prince Edward

Re: Support regarding changes to Bill 218, Supporting Ontario's Recovery and Municipal Elections Act, 2020-11-03

Reference: Received for Information

Note: Councillor McArthur requested a summary of the changes to Bill 218.

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

Re: Media Release – 2021 Ontario Municipal Partnership Funding (OMPF), 2020-11-03

Reference: Received for Information

- f) Town of Grimsby

Re: Support - Proposed Regulation under the Ontario Heritage Act (Bill 108)

Reference: Received for Information

- g) Fred Eisenberger, Mayor - City of Hamilton

Re: Support – Amending the AGCO Licensing and Application Process for Cannabis Retail Stores to Consider Radial Separation from Other Cannabis Locations, 2020-11-06

Reference: Received for Information

- h) Municipal Court Managers Association of Ontario (MCMA)

Re: Provincial Offences Act (POA) Modernization, 2020-11-06

Reference: Motion to be presented under New Business

- i) Mercedes Labelle, Northern Policy Institute

Re: Picture Yourself Here: An Economic Snapshot of Temiskaming Shores

Reference: Received for Information

Note: Mayor Kidd requested the document be posted on the City's website.

- j) John Vanthof, MPP Timiskaming-Cochrane

Re: Bill 226 -The Broadband is an Essential Service Act, 2020-11-06

Reference: Motion to be presented under New Business

- k) Doug Jelly, Board Chair - District of Timiskaming Social Services Administration Board

Re: 2021 Rent Freeze, 2020-11-09

Reference: Received for Information

- l) Lesley Kaross, COVID-19 Media Relations Officer

Re: Temiskaming Hospital Board Announces Retirement of Two Members, 2020-11-09

Reference: Received for Information

Note: Councillor Hewitt requested a letter be addressed to the retirees to acknowledge their contributions to the board.

- m) Matt MacDonald, Director of Corporate Services/ City Clerk - City of Bellville

Re: Bill 218 - Proposing Changes to the Municipal Elections Act - Extension of Nomination Period, 2020-11-10

Reference: Received for Information

- n) Tanya Daniels, City Clerk – City of Brantford

Re: Bill 218 - Ranked Ballots for Municipal Elections, 2020-11-12

Reference: Received for Information

Resolution No. 2020-522

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2020-523

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

- a) Minutes of the Temiskaming Shores Development Corporation meeting held on October 7, 2020.

Carried

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

Councillor Whalen commented that the website is very presentable and is easy to navigate. Regarding the morning radio segments with the Mayor, if house decorating for festivity and for personal vehicle tours around the community could be encouraged, as celebrations during the holiday season will be different this year due to COVID-19. Councillor Whalen also noted that the City's Ontario Municipal Partnership Fund (OMPF) has experienced another decrease due to increased assessment, and can foresee this trend continuing. As such, the City should begin forecasting appropriately to reflect these changes.

Mayor Kidd commented that he attended the start of the annual MADD Project Red Ribbon campaign to promote sober driving, and encourages everyone to display their ribbons for support. The Haileybury Lighting of the Lights will be occurring this Friday, and the annual Christmas Farmers Market will also be occurring this Friday and Saturday.

14. Notice of Motions

None

15. New Business

- a) Support - Municipal Court Managers Association of Ontario (MCMA) – Provincial Offences Act Modernization**

Resolution No. 2020-524

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Whereas the Provincial Offences Act (POA) Courts play an integral role in the Ontario Court of Justice (OCJ) system with an average 1.5 million POA hearing events held across the province annually; and

Whereas during the pandemic, the current OCJ order extending most time limitations under the POA and the suspension of in-person proceedings has created additional unanticipated pressures on the POA court system; and

Whereas without significant improvements and a system that promotes greater flexibility and innovation, municipalities are at a disadvantage to move forward; and

Whereas partner municipalities have demonstrated their ability over the last 20 years to deliver excellence in court services and respond to the local needs of court users; and

Whereas the pandemic has amplified the concern's municipalities have long had with the operations of the POA courts, with a need for:

- Advancement of modernization through an organized measured partnership approach;
- Demonstration of equal partnership and sharing of responsibility through meetings between the municipal leaders, the Premier, the Attorney General and the Minister of Transportation to discuss the current issues at POA courts across the province; and
- Urgent legislative and regulatory reforms.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the Municipal Court Managers Association of Ontario's (MCMA) call on the Province to:

- Provide support to municipalities related to COVID-19 related backlogs;
- Provide solutions to improve access to justice;
- Create a sustainable justice system through the enforcement of court ordered fines, and decreasing costs to POA; and
- Improve partnership to streamline and modernize provincial offences court program.

Carried

b) Support – Bill 226 -The Broadband is an Essential Service ActResolution No. 2020-525

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Whereas on November 5, 2020, John Vanthof, MPP Timiskaming-Cochrane, 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 to ensure 95 percent of Ontarians have internet access by 2026 and the remaining 5 percent of Ontarians by 2030.

Now therefore be it resolved that Council for the Corporation of the City of Temiskaming Shores hereby supports *Bill 226 – The Broadband is an Essential Service Act*, which will be debated for second reading on November 26, 2020; and

That a copy of this resolution be forwarded to the Honourable Laurie Scott, Minister of Infrastructure and John Vanthof, MPP Timiskaming-Cochrane.

Carried**c) Approval of Council Meeting Schedule – January 2021 to July 2021**Resolution No. 2020-526

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Whereas By-law 2008-160, as amended indicates that Regular Meetings of Council shall be held on the first and third Tuesdays of each month commencing at 6:00 p.m. unless otherwise decided by Council; and

Now therefore be it resolved that Council does hereby confirm the following schedule of meetings for the months of January 2021 to July 2021:

Tuesday, January 5, 2021	Regular Meeting
Tuesday, January 19, 2021	Regular Meeting
Tuesday, February 2, 2021	Regular Meeting
Tuesday, February 16, 2021	Regular Meeting
Tuesday, March 2, 2021	Regular Meeting
Tuesday, March 16, 2021	Regular Meeting
Tuesday, April 6, 2021	Regular Meeting
Tuesday, April 20, 2021	Regular Meeting
Tuesday, May 4, 2021	Regular Meeting

Tuesday, May 18, 2021	Regular Meeting
Tuesday, June 1, 2021	Regular Meeting
Tuesday, June 15, 2021	Regular Meeting

Carried

d) Memo No. 024-2020-CS – Municipal Benefits Renewal

Resolution No. 2020-527

Moved by: Councillor Foley
Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 024-2020-CS for information purposes.

Carried

e) Memo No. 025-2020-CS – Tax Arrears Certificate Extension Agreement

Resolution No. 2020-528

Moved by: Councillor Laferriere
Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 025-2020-CS; and

That Council delegates authority to the Treasurer to enter into extension agreements under Section 378(1) of the Municipal Act.

Carried

f) Administrative Report No. CS-042-2020 – Lease Agreement – Dr. Peter Hutten Czapski

Resolution No. 2020-529

Moved by: Councillor Whalen
Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-042-2020; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Doctor Peter Hutten Czapski, for the rental of 648 square feet of office space in the Haileybury Medical Centre from January 1, 2021 to December 31, 2024, at a rate of \$14.10 per square foot plus HST, and to apply

a 2 percent annual increase for the term of the lease, for consideration at the November 17, 2020 Regular Council meeting.

Carried

g) Administrative Report No. CS-043-2020 – City of Temiskaming Shores Emergency Response Plan

Resolution No. 2020-530

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-043-2020;

That Council approves Appendix “01” of the Emergency Response Plan for the City of Temiskaming Shores as presented; and

That Council directs staff to repeal By-law 2004-132 as amended, and prepare the necessary by-law to adopt a revised Emergency Response Plan for consideration at the November 17, 2020 Regular Council meeting.

Carried

h) Administrative Report No. CS-044-2020 – City of Temiskaming Shores Tax Collection

Resolution No. 2020-531

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-044-2020; and

That Council directs the Treasurer to proceed with tax collection as per the City’s Tax Policy effective January 1, 2021.

Carried

i) Administrative Report No. CS-045-2020 – City of Temiskaming Shores Tax Collection – TAC Properties

Resolution No. 2020-532

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-045-2020; and

That Council directs the Treasurer to proceed with the sale of land by public tender as per the City's Tax Policy for properties that had TAC registrations in 2019.

Carried

j) Administrative Report No. LIB-002-2020 – Trillium Resilient Communities Fund

Resolution No. 2020-533

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report LIB-002-2020; and

That Council approve a funding application to the Ontario Trillium Foundation's Resilient Communities Fund.

Carried

k) Administrative Report No. PW-025-2020 – 2020 Bridge and Culvert Inspection Program

Resolution No. 2020-534

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-025-2020; and

That Council hereby directs staff to place the 2020 Inspection Report in the Bi-annual Bridge Inspections Binder located at the municipal office (325 Farr Drive) and on the municipal website.

Carried

l) Administrative Report No. PW-026-2020– Equipment Rental – ExcavatorResolution No. 2020-535

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

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

That Council directs staff to prepare the necessary by-law to amend By-Law No. 2019-016 with Pedersen Construction (2013) Inc., to permit an extension to the agreement Term, for the Equipment Rental Excavator c/w Operator for Water/Sewer Breaks and repairs at the following rental rates, plus applicable taxes:

Description	Regular Rate	After Hour Rate
Float Time	\$145.00/ hour	\$185.00/ hour
Breaker Attachment	\$235.00/ hour	\$275.00/ per hour
Excavation Time	\$140.00/ hour	\$180/ hour

for consideration at the November 17th, 2020, regular meeting of Council.

Carried**m) Administrative Report No. RS-010-2020– Memorial Bench and Tree Policy**Resolution No. 2020-536

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-010-2020; and

That Council directs staff to repeal by-law 2013-088 and to prepare the necessary by-law to adopt a Memorial Bench and Tree Policy for consideration at the regular meeting of Council of November 17, 2020.

Carried

16. By-laws

Resolution No. 2020-537

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2020-111 Being a by-law to authorize a lease agreement with Dr. Peter Hutten-Czapski for the rental of space at the Haileybury Medical Centre

By-law No. 2020-112 Being a by-law to adopt an Emergency Management Program for the City of Temiskaming Shores

By-law No. 2020-113 Being a by-law to amend By-law No. 2019-016 to enter into an agreement with Pedersen Construction (2013) Inc. for the rental of an Excavator and Operator for Water Break repairs at various locations within the City of Temiskaming Shores

By-law No. 2020-114 Being a By-law to adopt a Memorial Bench and Tree Policy for the City of Temiskaming Shores

be hereby introduced and given first and second reading.

Carried

Resolution No. 2020-538

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2020-111;
By-law No. 2020-112; and
By-law No. 2020-113; and
By-law No. 2020-114

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 1, 2020 at 6:00 p.m.
- b) Regular – Tuesday, December 15, 2020 at 6:00 p.m.

18. Question and Answer Period

None.

19. Closed Session

Resolution No. 2020-539

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 7:11 p.m. to discuss the following matters:

- a) Adoption of the October 6, 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. 2020-540

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that Council agrees to rise with report from Closed Session at 7:43 p.m.

Carried

Matters from Closed Session

Adoption of the October 6, 2020 Closed Session Minutes

Resolution No. 2020-541

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

- a) Closed Session Minutes from the Regular meeting of Council – October 6, 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. 2020-542

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2020-115 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 November 17, 2020 be hereby introduced and given first and second reading.

Carried

Resolution No. 2020-543

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2020-115 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2020-544

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 7:45 p.m.

Carried

Mayor- Carman Kidd

Clerk - Logan Belanger



Zoning By-law Amendment

Application No.: ZBA-2020-03

Agent:

- Steve Ronald, Sharp Rock Developments

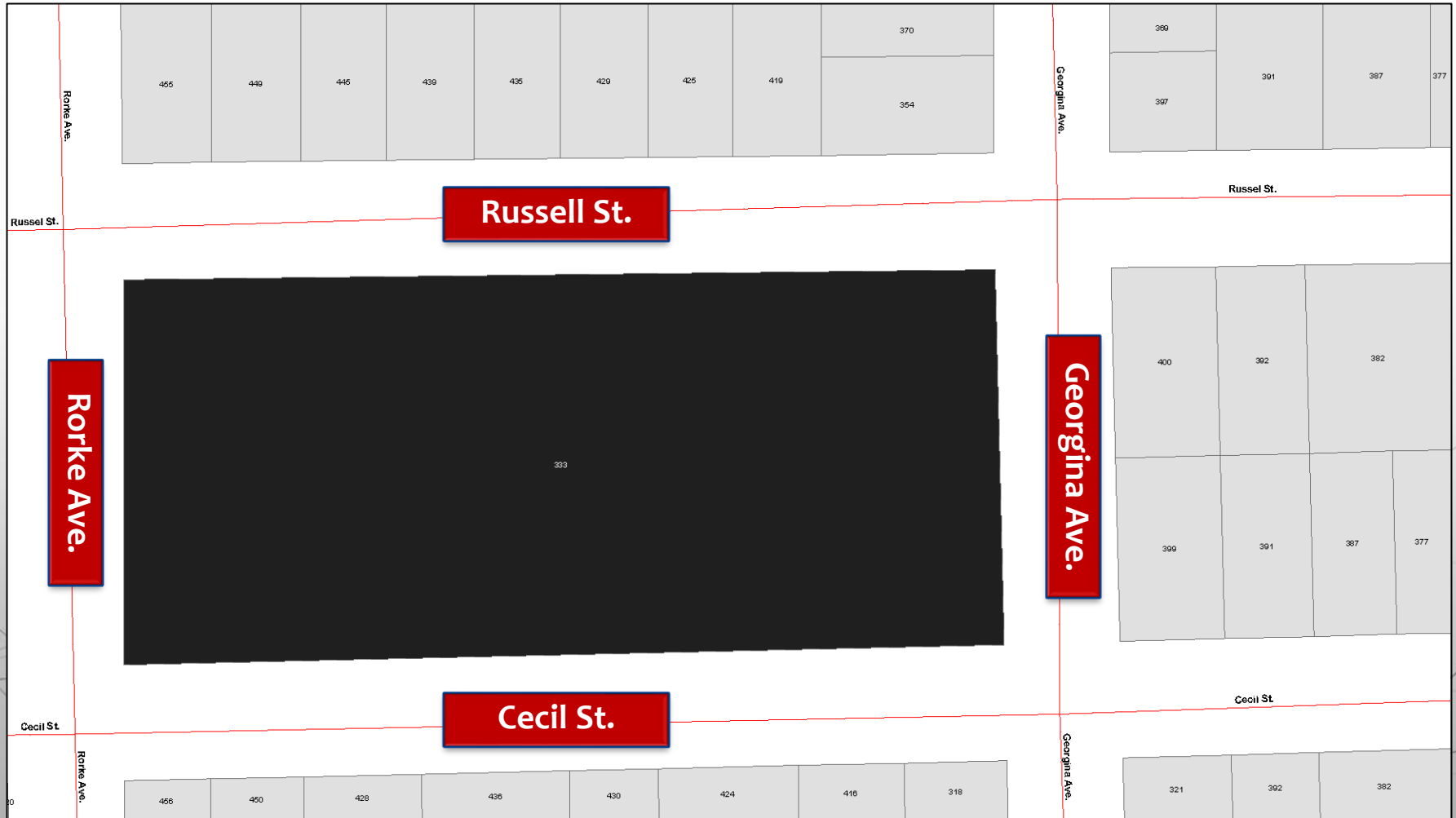
Subject Land:

- 333 Rorke Avenue in Haileybury

Purpose:

- Site-specific amendment to rezone the property from Community Facilities (CF) to High Density Residential R4) to permit the development of a residential units in the former Haileybury Public School.

Public Meeting – Zoning By-law Amendment



Public Meeting – Zoning By-law Amendment





Official Plan Designation

- Residential Neighbourhood
 - May include a mix of low, medium, and high density housing types:
 - All uses will be appropriately zoned;
 - All uses will be subject to site plan control



Current Zoning

- Community Facilities (CF)
 - Permitted uses:
 - ✓ Cemetery;
 - ✓ Child Care Centre
 - ✓ Educational Establishment
 - ✓ Health Services Establishment
 - ✓ Home for Special Care
 - ✓ Hospital
 - ✓ Long Term Care Home
 - ✓ Place of Assembly
 - ✓ Place of Recreation
 - ✓ Place of Worship
 - ✓ Retirement Home

Public Meeting – Zoning By-law Amendment



Proposed Zoning

- High Density Residential (R4)
- Permit the alteration/construction of the former Haileybury Public School to multiple (five or more) residential units.

Public Meeting – Zoning By-law Amendment



Planning Analysis

Provincial Policy Statement (PPS):

- 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. As such the proposed amendment is consistent with the PPS.

Growth Plan for Northern Ontario:

- No 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 Neighbourhood. The proposed development conforms to the City's Official Plan.

Public Meeting – Zoning By-law Amendment



Additional Information

- Notice of the public hearing was advertised in the Temiskaming Speaker beginning on November 11, 2020.
- The application was circulated to Staff and no concerns or objections were received.
- There were no comments or concerns received from outside agencies or from members of the public.

Next Steps

- An Administrative and Planning Report will be presented for consideration at the December 15, 2020 regular meeting of Council.



TEMISKAMING SHORES PUBLIC LIBRARY

STRATEGIC PLAN 2020-2025



PREPARED BY THE TEMISKAMING SHORES PUBLIC LIBRARY
BOARD, LIBRARY CEO AND CONSULTANTS FROM ONTARIO
LIBRARY SERVICE NORTH



INTRODUCTION

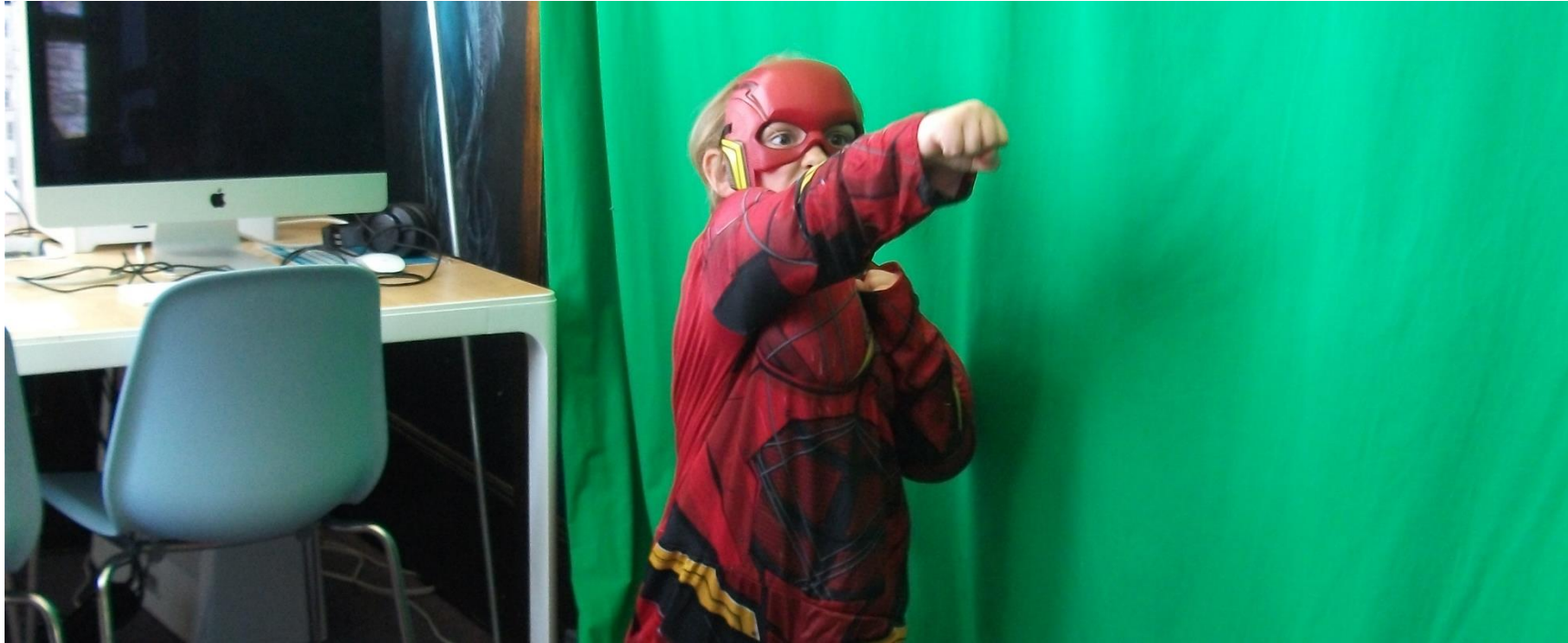
In a rapidly changing world our libraries are increasingly the source of education, communication, creativity and connection. Much more than books on shelves, our library must grow and evolve to meet the needs of our community.

We have embarked upon a five-year strategic plan to guide our board and staff in developing programming and resources that reflect the changing demographics of our region.



OUR MISSION STATEMENT

The Temiskaming Shores Public Library is a source for inspiration and inclusion in our community. We enhance our neighbourhoods by providing access to resources, programming, and opportunities for participatory learning and leisure in both official languages.



OUR VISION STATEMENT

The Temiskaming Shores Public Library is an accessible and inviting space which is our community's source for inspiration, education, innovation and relaxation. Our core organizational philosophy, backed by the dedication of our engaged staff, is firmly rooted in the principles of providing the services that you require. Ranging from the traditional basics for which we are known, to providing you with opportunities to engage with the newest innovations, the Temiskaming Shores Public Library will help you keep pace in today's ever changing world while never losing sight of the importance of the written word celebrated in our curated book and e-book collections.

OUR STRATEGIC PRIORITIES



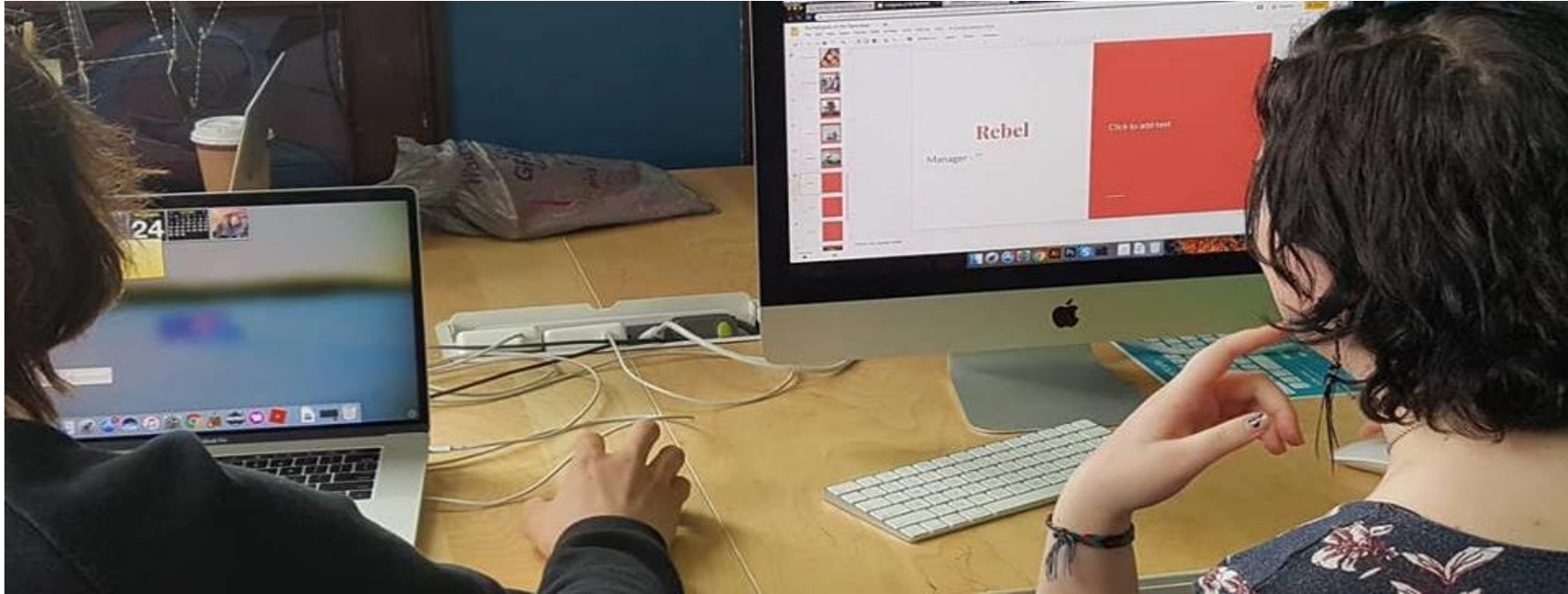


ENHANCE THE USE OF OUR SPACE

Goal: Maximize Library and Community use of the new library space

Goal: Review and enhance the library's programming policies and plans

Goal: Target and connect new partnership opportunities with local organizations to enhance our programming offerings.



MAINTAIN AND GROW OUR TECHNOLOGICAL RELEVANCE TO OUR PATRONS AND THE COMMUNITY AT LARGE

Goal: To have technologically competent staff

Goal: That the library has up-to-date equipment and tools to satisfy user needs

Goal: To be the Community Hub for technology



LITERACY PROGRAMMING

Goal: To support the enhancement of literacy for all ages in our community through the provision and development of programs



PROMOTION OF LIBRARIES AND LIBRARY SERVICES IN SOUTH TEMISKAMING

Goal: Foster working relationships with libraries, municipal councils and other organizations in our region

Goal: To continue to collaborate with the Northern Lights Library Network to promote libraries in our region

Goal: Work with local, surrounding libraries not in the Northern Lights Library Network to promote library services

Goal: General promotion of libraries

THANK YOU FOR YOUR TIME! QUESTIONS?





TEMISKAMING SHORES PUBLIC LIBRARY



STRATEGIC PLAN 2020-2025

Prepared by the Temiskaming Shores Public Library Board, Library CEO and Consultants
from Ontario Library Service North

Temiskaming Shores Public Library Strategic Plan 2020-2025

INTRODUCTION

In a rapidly changing world our libraries are increasingly the source of education, communication, creativity and connection. Much more than books on shelves, our library must grow and evolve to meet the needs of our community.

We have embarked upon a five-year strategic plan to guide our board and staff in developing programming and resources that reflect the changing demographics of our region.



OUR DATA GATHERED

Users and non-users of our public library have provided us with some very valuable feedback over the course of the last few years as we've prepared to renew our Strategic Plan. Their insights in summary are as follows:

Maintain a high standard and quality for the collections we provide.
[Requests for specific books/titles/authors/items, more \$\$ for new books/movies, bigger budget]

Provide adequate space to cater to the programming and activity requests made. [Programming or activity room]

Enhance our physical space to create a more comfortable, welcoming and inviting space. [More space, modern facility: Comfy chairs, water fountain, water bottle filling station, better washrooms]

Provide better parking options which reflect the needs of our community members and their access to the public library. [Better parking]

Consider assessing and potentially enhancing the current public service hours. [More or different hours]

Assess and enhance our public library space to ensure our facilities are universally accessible to all users. [Accessibility]

Diversify the programming offerings provided by the Public Library for adults and children. [More or different programming for both adults and children]

Expand and diversify the non-traditional options and offerings our collections, programs and services provide to our public library users.
[Lending centre/hub for more non-traditional items/programs]

Ensure the Public Library maintains it's physical presence in the downtown area of the Municipality. [Maintain downtown presence]

Provide library users with a reliable source of technological help, support to address their need for knowledge relating to technology and innovation.
[Requests for technology help or items]

Assess and review all user fees imposed by the Public Library to ensure they remain accessible and affordable for all users regardless of social or economic status. [Ensure library fees remain affordable]

OUR MISSION STATEMENT

The Temiskaming Shores Public Library is a source for inspiration and inclusion in our community. We enhance our neighbourhoods by providing access to resources, programming, and opportunities for participatory learning and leisure in both official languages.



OUR CORE VALUES

Acceptance/Inclusion

Accessibility

Cooperation

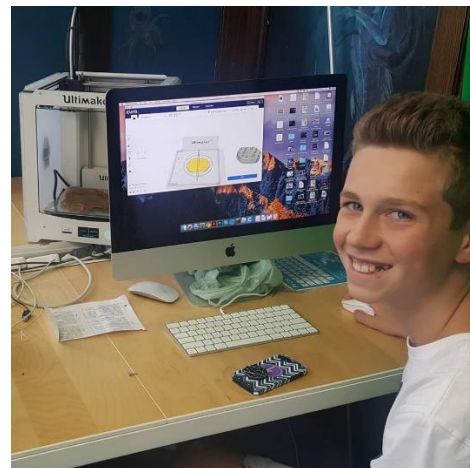
Inspiration

Resourcefulness

Innovation

Adaptability

Integrity



OUR PARTNERS' VOICES

Strategic Planning: Municipal Planning Priorities from the 2012-2020 City of Temiskaming Shores Official Plan

- Library Services -

- Library services are recognized for their educational, research, and resource benefit to a multi-cultural community
- The City intends to undertake a space needs analysis and Library Services review
- Library facilities (space needs) will be planned to meet current and projected needs to ensure that capacity is available to meet the future needs of the community in both languages
- The intent of the Plan is to encourage the municipal and post-secondary systems to assess the opportunities for a more integrated delivery of library services to the public
- Libraries and other educational facilities are part of the building blocks of a community. They prepare people of all ages and abilities for working and contributing to our societies. It is important that they continue to operate and train students and residents well into the future. This is in part dependent on continued investment into buildings, equipment, books and human resources by all levels of government. Schools and libraries, apart from providing space for learning, also provide green space and parks and well as facilities for meetings.



OUR VISION STATEMENT

The Temiskaming Shores Public Library is an accessible and inviting space which is our community's source for inspiration, education, innovation and relaxation. Our core organizational philosophy, backed by the dedication of our engaged staff, is firmly rooted in the principles of providing the services that you require. Ranging from the traditional basics for which we are known, to providing you with opportunities to engage with the newest innovations, the Temiskaming Shores Public Library will help you keep pace in today's ever changing world while never losing sight of the importance of the written word celebrated in our curated book and e-book collections.



OUR STRATEGIC PRIORITIES

1. Enhancing the use of our Space

Goal: Maximize Library and Community use of the new library space

Objective: Encourage Community use of our new library space

Action Plan: raise awareness about the new library space through promotion on social media

Action Plan: Host an open house in the new building

Action Plan: Create a calendar that includes both library and community events

Action Plan: update our website to include information on the new library space and how the community can make use of it

Goal: Review and enhance the library's programming policies and plans

Objective: Review and update the library's programming policy

Action Plan: Determine a date to review and update the public library's programming policy to consider the new space.

Action Plan: Update and approve a new programming policy for the library in 2020.

Action Plan: Set a schedule for future review and assessment of the programming policy

Action Plan: Jointly create an Annual Programming Plan framework to be approved, utilized and updated by programming staff, approved by the CEO and budgeted for on an annual basis by the Board.

Goal: Target and connect new partnership opportunities with local organizations to enhance our programming offerings.

Objective: Identify Community Partners

Action Plan: Annually approach two new community partners over the term of this plan to discuss possible partnership opportunities

Action Plan: Board members and CEO attend local meetings of Non-Profit Groups in Temiskaming Shores to increase awareness of local partnership opportunities

Action Plan: Once new partnerships are established, dialogue with our new Local Partners to collaboratively apply for mutually beneficial grants and funding opportunities to further both the public library's offerings to the community and enhance connections to our Local Partners.

Performance Measure: Track use of the space

Performance Measure: Track attendance at programs

Performance Measure: Increase local partner engagements with the public library over the term of this plan. Conduct programming using partner resources in public library space over the term of this plan.

2. Maintain and Grow our technological relevance to our patrons and the community at large

Goal: To have technologically competent staff

Objective: To ensure staff capacity to address the technology needs of patrons

Action Plan: Allocate funds in the annual budget for staff training

Action Plan: Create and develop policies which support the hiring of engaged and technologically capable staff to foster the growth of technology in our public library

Action Plan: Collaborate with the Municipality to expand the possibilities for library staff training

Goal: That the library has up-to-date equipment and tools to satisfy user needs

Objective: To ensure that patrons and staff have the tools required to be innovative, creative and collaborative

Action plan: Annual review of hardware and software available to patrons

Action Plan: Investigate funding opportunities for new technologies through grants and sponsorships

Action Plan: Dedicate staff time to investigate new relevant technologies

Action Plan: Train staff to be able to assist patrons to use new technologies

Objective: To ensure that staff have the tools required to fulfill the programming and operational needs of the library

Action plan: Annual review of hardware and software

Action plan: Research software developments for library use

Goal: To be the Community Hub for technology

Objective: Ensure awareness and accessibility to the community of the library's technological services

Action Plan: Target opening hours to ensure access to technology when required most by patrons

Action Plan: Create user guides and troubleshooting guides for patrons for library hardware, software and online resources

Action Plan: Create a plan for promoting the library's technological resources

Performance Measure: Track usage

Performance Measure: Use Edge/Bridge project to survey users

Performance Measure: Qualitative data reflecting how the library has had an impact on patrons through technology services

3. Literacy Programming

Goal: To support the enhancement of literacy for all ages in our community through the provision and development of programs

Objective: Increase the circulation of our print and e-book collections in both official languages

Action Plan: Book clubs in both official languages

Action Plan: Promote the Library's Teacher's cards—the fine-free library memberships offered to teachers within the library's catchment area

Objective: Provision and development of programming suited to address community needs

Action Plan: maintain early literacy programs in both official languages for all ages

Action Plan: Hold Spelling Bees and other fun, literary programming

Action Plan: investigate programming that would promote the multilingualism of our area.

Performance Measure: Circulation statistics

Performance Measure: Program attendance

Performance Measure: Collect qualitative data in the form of stories, testimonials and other outcome data about programs and services

Performance Measure: Develop a metric to determine if there is a correlation between programming and circulation

4. Promotion of libraries and library services in South Temiskaming

Goal: Foster working relationships with libraries, municipal councils and other organizations in our region

Objective: To increase awareness of the importance and value of libraries in South Temiskaming

Action Plan: Presentations to municipal councils

Action Plan: Outreach to organizations in our area

Action Plan: Support library organizations, such as the Northern Lights Library Network, when possible

Goal: To continue to collaborate with the Northern Lights Library Network to promote libraries in our region

Objective: To capitalize on the work of the Northern Lights Library Network to benefit libraries in our region

Action Plan: Attend meetings of the Northern Lights Library Network

Action Plan: Seek input and expertise on the promotion of libraries

Action Plan: Collaborate on projects to promote the use of libraries

Goal: Work with local, surrounding libraries not in the Northern Lights Library Network to promote library services

Objective: To promote use of all libraries in our region

Action Plan: Create and share programming packages, descriptions and ideas

Action Plan: Reciprocally promote events

Action Plan: Joint hosting of programs

Goal: General promotion of libraries

Objective: To highlight the value of a library in the community

Action Plan: CEO continues to advocate value of library with municipal council and other organizations

Action Plan: Develop and update the Library Value Toolkit report

Performance Measure: Program attendance

Performance Measure: Number of memberships

Performance Measure: Partnership creation

OUR PERFORMANCE MEASURES

During the course of the plan the library will be reporting to users, the community and stakeholders regarding the tracking and progress of the various performance measures. Analytics referring to both Quantitative and Qualitative data will be shared during the term of the plan.

OUR NEXT STEPS WITH YOU...

As we move into a new era of provision of library services in South Temiskaming, we are excited about the opportunities provided by our new geographic locations at 285 Whitewood Avenue West in Temiskaming Shores and our partnership with Northern College. These fully accessible, open and inviting locations will allow us to maximize our current resources and our future programming. We look forward to embarking on this new adventure with you!





November 9, 2020

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

Dear Premier Ford,

Re: Bill 218, Supporting Ontario's Recovery and Municipal Elections Act

Please be advised that at their meeting on November 2, 2020, Council of the Municipality of Meaford passed the following resolution pertaining to Bill 218, Supporting Ontario's Recovery and Municipal Elections Act:

Moved by: Deputy Mayor Keaveney
Seconded by: Councillor Vickers

That Council of the Municipality of Meaford:

1. **Declare their opposition to all of the amendments to the Municipal Elections Act proposed as part of Bill 218;**
2. **Reaffirm their desire to move ahead with a ballot question in 2022 about switching to a ranked ballot election in 2026;**
3. **Direct staff to send a copy of this resolution to the Premier, Minister of Municipal Affairs, Leader of the Opposition; and**
4. **Direct staff to send a copy of this resolution to all municipalities in the Province of Ontario requesting their support in opposing the amendments to the Municipal Elections Act.**

Carried - Resolution #2020-30-05

As per the above resolution, please accept a copy of this correspondence for your information and consideration.



Yours sincerely,

Matt Smith

Clerk / Director of Community Services

Municipality of Meaford

21 Trowbridge Street West, Meaford

519-538-1060, ext. 1115 | msmith@meaford.ca

cc: Steve Clark, Minister of Municipal Affairs and Housing
Andrea Horwath, Leader of Opposition
Bill Walker, MPP
Association of Municipalities of Ontario
All Ontario Municipalities



November 17, 2020

MEDIA RELEASE

FONOM to hold 2021 Annual Conference Virtually

With an increasing number of Covid-19 cases across the province, FONOM's Board of Directors has opted to move the group's 2021 Annual Conference online.

Planning for the conference, which will be hosted by the City of Timmins, is now underway. The program will include the Board's annual report and finances, engagement by senior levels of government, as well as a presentation on broadband and how our region is contributing to the green economy.

In recognition of the financial pressure municipalities in the region are under, this new virtual format will provide a venue for the Board to connect with its membership at no charge.

"It's important that we stay connected with our membership during this time. Our committee has already started to create content that will be of interest to our region in this new format," said FONOM President Danny Whalen, who was re-elected to the position during the Board's most recent meeting, alongside Paul Schoppmann and Lynn Watson as vice presidents.

In addition to planning for the 2021 annual conference, the FONOM Board has launched a campaign aimed at showcasing Northern Ontario as a healthy place to do business. Supported by FedNor Canada, the GoNorth Campaign involves the creation of eight videos that will be shared through social media with business communities in the GTHA. The first two videos can be viewed at:

<https://www.youtube.com/watch?v=X81-vtsgs0w> and <https://www.youtube.com/watch?v=LUeGyXL2AXk>

FONOM is an association of some 110 districts/municipalities/cities/towns in Northeastern Ontario mandated to work for the betterment of municipal government in Northern Ontario and to strive for improved legislation respecting local government in the North. It is a membership-based association that draws its members from northeastern Ontario and is governed by an 11-member board.

A handwritten signature in blue ink, appearing to read "Danny Whalen".

President Danny Whalen
705-622-2479

THE CORPORATION OF THE TOWNSHIP OF LARDER LAKE

69 Fourth Avenue, Larder Lake, ON

Phone: 705-643-2158 Fax: 705-643-2311



MOVED BY:

☒ Thomas Armstrong
☐ Patricia Hull
☐ Paul Kelly
☐ Lynne Paquette

SECONDED BY:

☐ Thomas Armstrong
☐ Patricia Hull
☐ Paul Kelly
☒ Lynne Paquette

Motion #: 5

Resolution #: 5

Date: November 10, 2020

WHEREAS, the COVID-19 pandemic has had significant financial and operational impacts on Ontario municipalities; And

WHEREAS, municipalities have had to divert resources towards addressing the immediate needs of the pandemic and maintaining service delivery standards despite evolving restrictions and limited funds; And

WHEREAS, the Government of Ontario has delayed timelines with respect to several pieces of legislation; And

WHEREAS, the Government of Ontario has regulated municipal asset management through O. Reg. 588/17: Asset Management Planning for Municipal Infrastructure under the *Infrastructure for Jobs and Prosperity Act, 2015*; And

WHEREAS, O. Reg. 588/17 mandates that every municipality shall prepare an asset management plan in respect of its core municipal infrastructure assets by July 1, 2021, and in respect of all of its other municipal infrastructure assets by July 1, 2023; And

WHEREAS, the key components of an asset management plan as required by the regulation are:

1. Infrastructure asset inventory
2. Levels of service
3. Lifecycle management and financial strategy

AND WHEREAS, there is a concern amongst Municipal Finance Officers' Association of Ontario (MFOA) members and their municipalities that current capacity challenges

Recorded vote requested: ☐

	For	Against
Tom Armstrong	✓	
Patricia Hull	✓	
Paul Kelly	✓	
Lynne Paquette	✓	
Patty Quinn	✓	

I declare this motion

<input checked="" type="checkbox"/> Carried
<input type="checkbox"/> Lost / Defeated
<input type="checkbox"/> Deferred to: _____ (enter date)
Because:
<input type="checkbox"/> Referred to: _____ (enter body)
Expected response: _____ (enter date)

Disclosure of Pecuniary Interest*

Chair:

*Disclosed his/her (their) interest(s), abstained from discussion and did not vote on this question.

THE CORPORATION OF THE TOWNSHIP OF LARDER LAKE

69 Fourth Avenue, Larder Lake, ON

Phone: 705-643-2158 Fax: 705-643-2311



MOVED BY:

☐ Thomas Armstrong
☐ Patricia Hull
☐ Paul Kelly
☐ Lynne Paquette

SECONDED BY:

☐ Thomas Armstrong
☐ Patricia Hull
☐ Paul Kelly
☐ Lynne Paquette

Motion #: 65

Resolution #: 5

Date: November 10, 2020

(Continued)

(redeployment of staff, and lack of available resources) will result in limitations for purposeful asset management planning; And

WHEREAS, Ontario municipalities do not anticipate the current capacity challenges to be resolved in the short-term; Now

THEREFORE, BE IT RESOLVED that **the Municipality of Larder Lake** supports MFOA's letter to the Ministry of Infrastructure requesting a one-year extension of deadlines in O. Reg. 588/17: Asset Management Planning for Municipal Infrastructure under the *Infrastructure for Jobs and Prosperity Act, 2015*; so that all municipalities can focus on the immediate needs of the pandemic and engage in municipal asset management planning when capacity challenges are resolved.

Recorded vote requested: ☐

	For	Against
Tom Armstrong		
Patricia Hull		
Paul Kelly		
Lynne Paquette		
Patty Quinn		

I declare this motion

<input type="checkbox"/> Carried
<input type="checkbox"/> Lost / Defeated
<input type="checkbox"/> Deferred to: _____ (enter date)
Because:
<input type="checkbox"/> Referred to: _____ (enter body)
Expected response: _____ (enter date)

Disclosure of Pecuniary Interest*

Chair:

*Disclosed his/her (their) interest(s), abstained from discussion and did not vote on this question.

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

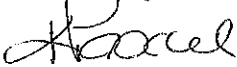
WHEREAS municipalities value and rely on the natural habitats and water resources within our jurisdiction for the health and well-being of residents; municipalities value the conservation authorities' work to prevent and manage the impacts of flooding and other natural hazards; and municipalities value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

AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES
City of Temiskaming Shores- board room and virtual jitsi meeting
Monday September 14, 2020

1.0 CALL TO ORDER

The combination of in-person and virtual Jitsi meeting was called to order at 1:39 p.m.

2.0 ROLL CALL

PRESENT:	Matt Bahm; Lorna Desmarais; Jan Edwards; Mike Fila; Karli Hawken; Ghislain Lambert; Judy Lee; Yvonne Walford
REGRETS:	Jessy Genier; Patricia Hewitt; Janice Labonte; Darlene Lemay

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4.0 APPROVAL OF AGENDA

Moved BY: Lorna Desmarais

SECONDED BY: Jan Edwards

That the agenda for the September 14th, 2020 Age Friendly Community Committee 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

Moved BY: Lorna Desmarais

SECONDED BY: Karli Hawken

That the meeting minutes of the July 28, 2020 Age Friendly Community Committee be approved as printed.

CARRIED

7.0 DELEGATIONS

There were no delegations

8.0 UNFINISHED BUSINESS

i) City of Temiskaming Shores update – Matt Bahm

The Library is now open at the new location on Whitewood Avenue. All services are available in some capacity and there are some restrictions

with COVID-19, the building is nice with the new renovations. All of the City services are open now: Rink, Pool, Fitness Centre, and now the library. There is more swimming times available and aquatics programs are starting in October. Reopening has gone well and people are being respectful.

The Senior's Community Grant was applied for, now we wait and see.

- a) Age Friendly Programming - Yvonne: Hiking, Pickleball and Line Dancing started in the Community Hall today, Bowling starts this month and Coffee Hour with Temiskaming Transit which will lead into Transit Training to learn to use the bus, scheduled for October 19th. The limitation is 50 people for inside a building with the Province, registration is required, the bus will pick people up from locations around the City and take people to Riverside Place for a bus feature presentation, free coffee, tea and light refreshments plus a shortened bus route demonstration and then drop people back off at their pick-up location. Advertising will take place in the Speaker, Weekender and 1 week on the radio prior to the event.

Matt: The transit route needs to be changed as it is too long which compounds over the day making the bus perpetually 10-15 minutes late. There is a survey which is online and available for pick up on the bus with proposed route changes to make the route shorter. One of proposed changes will affect those living in Island View Apartments. The deadline to fill out the survey is about a month's time.

In speaking about busses: Judy Lee was concerned about the lack of transportation to travel south. It was deemed a Provincial issue and the AFC can provide letters of support if and when the issue comes up, it is listed in the 2020 Age Friendly Progress Report.

9.0 NEW BUSINESS

- i) **Irene Chitaroni (Chair) stepped down:** Irene's letter of Resignation was read.
 - a. **Motion: Jan Edwards Moved** a motion to regretfully accept Irene Chitaroni's resignation from the Age Friendly Committee.
 - b. **Seconded:** Judy Lee Seconded the Motion.
 - c. **Carried.**
 - d. Matt Bahm looked at the Terms of Reference: the AFC can accept nominations in the next meeting to replace the Chair.

ii) **Temiskaming Foundation: The deadline is September 30th.**

- Would the AFC like to apply to the Temiskaming Foundation Grant? Discussion: the grant could go towards a bus shelter, bench, or a physical activity or improving the local trails, Matt suggested that the application be general that municipal staff can make that goes towards our Age Friendly Progress report.

- **Motion: Karli Hawken** put forth a motion to submit an application to Temiskaming Foundation to support the Age Friendly 2020 Progress Report.

Seconded by: Lorna Desmarias. It is a conflict of interest for Ghislain Lambert as he is on the board of the Temiskaming Foundation, therefore he withheld his vote.

Carried.

- The budget was brought up, it is noted that since COVID-19 and the additional budget cut from City Hall, the budget has not been reviewed. It will be added as an item in the Agenda for next meeting.

10.0 COMMITTEE MEMBER UPCOMING EVENTS & OPPORTUNITIES FOR COLLABORATION

Lorna Desmarias:

- Temiskaming Connections Volunteer network during COVID-19 have received around 50 calls. The recent referral calls have been from service providers such as Temiskaming Home Support on behalf of someone to have a volunteer task done. It has been found that the volunteer service is fitting a need that is present not only due to the virus, especially for picking up groceries and prescriptions. THU have connected with the volunteers as some where students who have left. There are around 65 volunteers still on the list. The list of volunteers can be used to service Meals on Wheels delivery.
- Masks box locations were set up with the Temiskaming Foundation for Temiskaming and Porcupine region to give people masks who needed them for free. 12 Mask depots were made across the districts to supply 2 cloth and 10 disposable masks. Disposable masks were also supplied to Temiskaming Transit to give to riders who are not wearing a mask.
- Digital Divide Program – supplying technology in the form of a tablet with 6 months free Wi-Fi for people unable to access internet at home, it is based off of income. Funding provided by DTSSAB, CMHA and United Way. THU is providing support for the Seniors Grant with the United Way to include a senior only portion for providing technology to stay socially connected if the

funding is won. Planning to release the first half and then more in November/December.

- Launching a new website and a weekly post on Facebook regarding Stay On Your Feet with programs that can be done at home.

Jan Edwards – Wonders about the upcoming need for snow removal and if the Volunteering network can assist with that. Jan noticed that many people in Island View are negatively affected with their mental health due to isolation. The message to get out but wear a mask has not been promoted and people are increasingly becoming depressed.

Yvonne Walford - It is difficult to get people out to do activities. Some people did come back to Pickleball since it is now inside while others will not go inside the hall to play. There were questions about what was a "bubble." Matt suggested that a general article in the Speaker be written about people participating in activities that are considered safer, encouraging people to get out before winter comes.

– Yvonne's contract will be ending at the end of October and then Lynn Marcella will be back in her role.

-Have not heard on Jessy Genier whether they are back to work, if she is able to attend meetings – Yvonne to contact Community Living South Temiskaming again.

SCHEDULED MEETINGS:

Tuesday October 13th 1:30 pm at City Hall/Jitsi Meet to ensure physical distancing.

The Jitsi Link: <https://jitsi.temiskamingshores.ca/AgeFriendly>

Monday November 9th 1:30 pm at City Hall/Jitsi Meet, using the same link.

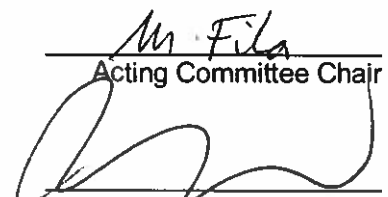
11.0 ADJOURNMENT

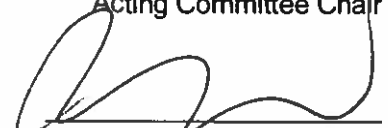
MOVED BY: Karli Hawken

SECONDED BY: Jan Edwards

That the Age Friendly Community Committee hereby adjourns at 3:03 pm.

CARRIED



Acting Committee Chair


Recorder

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, October 21, 2020

7:00 p.m. at the Library in the Programming Room

1. Call to Order

Meeting called to order by Chair Brigid Wilkinson at 7:01 p.m.

2. Roll Call

Present: Claire Hendrikx, Danny Whalen, Brenda Morissette, Emily Smith, Chair Brigid Wilkinson, Jeff Laferriere and Library CEO Rebecca Hunt.

Regrets: Jessica Cooper, Thomas McLean

Absent: Jamie Lindsay

Members of the Public: 0

3. Adoption of the Agenda

Motion #2020-28

Moved by: Jeff Laferriere

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board accepts the agenda as amended.

Carried.

Additions: New Business g. Trillium and CFC grant applications
Plan, Policy and Bylaw Review b. Community Use Policy

4. **Declaration of conflict of interest.** Claire Hendriks: indirect conflict for item New Business g. She works for The Temiskaming Foundation.

5. **Adoption of the Minutes**

Motion #2020-29

Moved by: Emily Smith

Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, September 16, 2020 as amended.

Carried.

6. **Business arising from Minutes**

- a. None

7. **Correspondence:**

- a. From The Temiskaming Foundation. 2020 grants.
- b. From Ontario Financial Services. PLOG grant disbursement.
- c. From Ontario Library Service North and Southern Ontario Library Service. Appointment of CEO for amalgamated organization.
- d. From Glenn MacDougall. Northern College Partnership. The Board asked the CEO to follow up with the municipality.

8. Secretary–Treasurer’s Report

Report and monthly financial statement included in the trustees’ information packet

Library CEO’s Report

October 14, 2020

Digital Creator project: The Digital Creator program is on hold until the Spring of 2021. They will be doing online programming, but they will not try to hire interns until they have reassessed the program at that time. In the meantime we have been allowing small study groups of 1-5 people use the space and have had some gadget helper sessions there.

Library Statistics: I have changed which statistics are reported a bit again. When I ran the circulation statistics for the month of September, I thought it was interesting to see the difference in circulation for each item type rather than the broader categories of English and French books. Our September statistics show that even during a pandemic and not having been open for a full month, our circulation numbers are near last years numbers for our Junior items and even surpassing last years numbers for the same month for some of those item types. This would support library staff’s observations that people seem to be using library resources in homeschooling their children this year. I thought it might be interesting to watch those stats for a few months to see if this idea is further supported.

If there are any other statistics that board members would like to see or compare, please let me know.

New Library building: The elevator in the new building is unfortunately not working. I believe the issue was that there is not enough voltage going to the elevator to consistently run it, which is why it was running for a while but was not completely reliable. I spoke with Building Maintenance and they are waiting for a quote to have it fixed.

There are still some outstanding issues in the building, such as the people counter and a few doors that need to be replaced, but I believe these items are supposed to be addressed at some point in time.

Northern College partnership: Glenn MacDougall emailed this week to follow up on the Northern College partnership and I have included that email in the board correspondence. I will be picking up the 3D printer in the next week.

Website: We will be launching our new website at the end of October. We are still working on importing some information, such as our blog, but most everything else is imported. Here is the link to have a look:

<https://temiskamingshores.ic12.esolg.ca/en/resident/temiskaming-shores-public-library.aspx>

Finances and Statistics

The Board reviewed the financial and statistical reports as provided by the CEO.

Motion #2020-30

Moved by: Jeff Laferriere

Seconded by: Emily Smith

Be it resolved that the Temiskaming Shores Public Library Board accepts the September Secretary-Treasurer's report and Financial report.

Carried.

9. Committee Reports

- a. **FINANCE AND PROPERTY:** Minutes of the Thursday, October 1, 2020 meeting. Chair of the Finance and Property Committee, Jeff Laferriere, spoke about the 2021 budget process and outlined the proposed first draft.
- b. **PLANNING, POLICY, PERSONNEL AND PUBLICITY:** Nothing to report.
- c. **LIBRARY SERVICES COMMITTEE:** Nothing to report.
- d. **STRAT PLAN COMMITTEE:** Nothing to report.

10. New Business

- a. **Draft 2021 budget and forecasted year end numbers.** Discussion.

- b. Printed Strategic Plan**—distribution. The CEO also showed the board a draft presentation to council.
- c. Community Fridge project.** Discussion. The Board is requesting that there is more dialogue with the Timiskaming Health Unit on this project, as they are apprehensive about starting the project during the pandemic. The Board would like to invite the Timiskaming Health Unit to give a presentation and answer the questions the Board had brought up before the COVID-19 closures.
- d. YouTube channel.** The CEO suggested that this project may be put on hold until there is an intern to help with staff capacity.
- e. Board Committees.** Currently we have three standing committees: Finance and property (Jeff Laferriere and Brigid Wilkinson), Personnel, Planning, Policy and Publicity (Brenda Morissette and Claire Hendrikx) and the Strategic Planning Committee (Brigid Wilkinson, Claire Hendrikx, Jamie Lindsay and Jessica Cooper). The Chair encouraged the new board members to join a committee.
- f. Christmas hours.** Discussion. The CEO suggested that the library be open 10-2 on Christmas Eve and New Year's Eve, closed on the statutory holidays of Christmas Day, Boxing Day and New Year's Day, and open from 10-4 on December 28-30, 2020, and Saturday, January 2, 2021.

Motion #2020-31

Moved by: Jeff Laferriere

Seconded by: Emily Smith

Be it resolved that the Temiskaming Shores Public Library Board accepts the revised December 2020 holiday hours.

Carried.

- g. Report LIB-04-2020: Trillium Resilient Communities Fund and Community Foundations Canada Community Emergency Fund grant applications.** The CEO outlined the project proposal for the grant application.

Motion #2020-32

Moved by: Jeff Laferriere

Seconded by: Emily Smith

Be it resolved that the Temiskaming Shores Public Library Board approved the grant applications as outlined in Report LIB-04-2020.

Carried.

11. Plan, Policy review and By-law review

- a. Policy review.** Membership policy and Staffing priorities policy.

Motion #2020-33

Moved by: Claire Hendrikx

Seconded by: Emily Smith

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policies: Membership and Staffing priorities Policy as reviewed and amended by the Board.

Carried.

- b. Policy review.** Community Use policy. Discussion. The Board is not comfortable with renting the programming room during the pandemic. The three rooms in the library (Study Room, Digital Creator Space and Programming Room) may be booked for small study groups of 5 or fewer people and to support distance education students, homeschooling families, people working from home who may need space or high speed internet, and to support small meetings of 5 or fewer people for community organizations. The Board recommended that the Policy Committee review this policy and investigate the creation of a COVID-19 operations policy. The CEO will schedule a meeting.

12. Adjournment

Adjournment by Jeff Laferriere at 8:14 p.m.

Chair –

1.0 CALL TO ORDER

The meeting was called to order at 11:18 a.m.

2.0 ROLL CALL

- | | |
|--|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input checked="" type="checkbox"/> Chris Oslund, City Manager |
| <input checked="" type="checkbox"/> Councillor Doug Jelly | <input checked="" type="checkbox"/> Matt Bahm, Director of Recreation |
| <input checked="" type="checkbox"/> Councillor Danny Whalen | <input type="checkbox"/> Paul Allair, Superintendent of Parks and Facilities |
| <input checked="" type="checkbox"/> Kelly Conlin, Deputy Clerk | |

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5.0 ADOPTION OF AGENDA

Recommendation BM-2020-012

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the November 5, 2020 meeting be adopted as printed.

Carried

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2020-013

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Committee Meeting previous meeting minutes of October 8, 2020 be adopted as presented/amended.

Carried

7.0 CORRESPONDENCE

8.0 UNFINISHED BUSINESS

8.1 Budget 2021

Staff reviewed Draft 1 of the 2021 for the Building Maintenance Department. Further work and staff review on both the Operations and Capital budgets is on going.

9.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be scheduled for December 3, 2020 at 11:00 a.m.

10.0 ADJOURNMENT

Recommendation BM-2020-014

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:49 a.m.

Carried

COMMITTEE CHAIR

COMMITTEE SECRETARY

PROTECTION TO PERSONS AND PROPERTY COMMITTEE MEETING MINUTES

November 5, 2020: 1:00 PM
Haileybury Boardroom, City Hall
CHAIR – Mayor Carman Kidd

1. CALL TO ORDER

Meeting called to order at 1:08 p.m.

2. ROLL CALL

- | | |
|--|---|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input type="checkbox"/> Shelly Zubycck, Director of Corporate Services |
| <input checked="" type="checkbox"/> Councillor Mike McArthur | <input checked="" type="checkbox"/> Steve Langford, Fire Chief |
| <input checked="" type="checkbox"/> Councillor Doug Jelly | <input checked="" type="checkbox"/> Kelly Conlin, Deputy Clerk |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager | |

Also present:
Matt Bahm, Director of Recreation

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PPP-2020-018

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee agenda for the November 5, 2020 meeting be approved as printed.

Carried

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2020-019

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee minutes of the October 8, 2020 meeting be adopted as presented.

Carried

7. PRESENTATIONS/CORRESPONDENCE

8. NEW BUSINESS

8.1 2021 Budget

Staff reviewed Draft 1 of the 2021 for Building/By-Law and Fire Services. Further work and staff review on both the Operations and Capital budgets is on-going.

9. CLOSED SESSION

10. NEXT MEETING

The next Protection to Persons and Property Committee meeting is scheduled for December 3, 2020 at 1:00 p.m.

11. ADJOURNMENT

Recommendation PPP-2020-020

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 1:47 p.m.

Carried

COMMITTEE CHAIR

COMMITTEE SECRETARY

1. CALL TO ORDER

The meeting was called to order at 9:00 a.m.

2. ROLL CALL

- | | |
|---|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Transportation Services |
| <input checked="" type="checkbox"/> Councillor Doug Jelly | <input checked="" type="checkbox"/> Darrell Phaneuf, Environmental Superintendent |
| <input checked="" type="checkbox"/> Councillor Danny Whalen | <input checked="" type="checkbox"/> Jamie Sheppard, Transportation Superintendent |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager | <input checked="" type="checkbox"/> Kelly Conlin, Deputy Clerk |
| <input checked="" type="checkbox"/> Steve Burnett, Technical & Environmental Compliance | |

Other staff present: Jeremie Latour, Engineering Technician

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PW-2020-036

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee agenda for the November 5, 2020 meeting be approved as amended.

Carried

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2020-037

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the October 8, 2020 regular meeting be adopted as presented.

Carried

7. PRESENTATIONS

7.1 Asset Management – Jeremie Latour

Jeremie Latour presented the Committee members with a binder containing the Phase I, Draft I Asset Management Plan for Core Assets only. Jeremie has set a goal of presenting this information to Council in March/April 2021, which gives the Review Committee time to assess the information and make any necessary changes.

8. INTERNAL/EXTERNAL CORRESPONDENCE

8.1 Unmaintained laneways – E-mail from Lynn Puhakka

Mitch Lafreniere received an email from Lynn Puhakka, owner of E-Clips studio on Whitewood Avenue in New Liskeard concerning the condition of the back/side laneway located between her location and the Salvation Army. The City has taken the position that back and side laneways are not maintained by the municipality unless required for alternative reasons. There are hundreds of unmaintained lanes in the City, however, no specific policy on how to address them.

Recommendation PW-2020-038

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby requests a report of all the unmaintained and maintained laneways in the City; and further directs staff to draft a policy on how to address the lanes.

Carried

Recommendation PW-2020-039

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby supports remedial work at the sidewalk and entrance at Whitewood Avenue and Spruce Street laneway; however, denies the request for further and regular maintenance to this laneway.

Carried

8.2 Sharrow Evaluation – Report from Timiskaming Health Unit

The Committee reviewed the Sharrow Evaluation report received from the Timiskaming Health Unit. Staff will be investigating alternative options to seasonal paint for sharrow placement in the roadways.

9. UNFINISHED BUSINESS

9.1 Budget 2021

Staff reviewed Draft 1 of the 2021 Public Works (Roadways), Environmental and Fleet Budget. Work and further staff review on both the Operations and Capital budgets is on going.

10. NEW BUSINESS

10.1 Salt/Sand Inventory

Mitch Lafreniere made the Committee aware that he has received a few requests from private business owners/home owners for a bucket or load of salt and sand from the City's supply. To date, Mitch has denied all the requests as the City has a limited amount of salt and sand for use in our winter operations.

Recommendation PW-2020-040

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby supports denying all requests for winter salt and sand from private businesses, homeowners and organizations.

Carried

10.2 Excavator Rental

Steve Burnett is requesting support from the Committee to extend the term of the current agreement for Excavator Rental from Pedersen Construction with an increase of \$10/hour to the rental rate.

Recommendation PW-2020-041

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby supports a two-year extension and \$10/hour increase to the current Excavator Rental agreement with Pederson Construction.

Carried

10.3 Blue Box Program

Steve Burnett recently participated in a webinar in regards to the upcoming changes to the Blue Box Program. At this time, curbside collection will remain in effect under the new regulation. On -going.

11. NEXT MEETING

The next meeting of the Public Works Committee is scheduled for December 3, 2020 commence at 9:00 a.m.

12. ADJOURNMENT

Recommendation PW-2020-042

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee meeting is adjourned at 11:11 a.m.

Carried

COMMITTEE CHAIR

COMMITTEE SECRETARY

1. CALL TO ORDER

Meeting called to order at 6:30 p.m.

2. ROLL CALL

Public Appointees:

☐ Richard Beauchamp

☐ Danny Lavigne

☒ Chuck Durrant

☒ Robert Ritchie

☒ Simone Holzamer

City Representation:

☒ Mayor Carman Kidd

☒ Matt Bahm, Director of Recreation

☒ Councillor Mike McArthur

☒ Paul Allair, Superintendent of Parks

☒ Councillor Jesse Foley

☒ Jeff Thompson, Superintendent of Programming

☒ Chris Oslund, City Manager

☒ Kelly Conlin, Deputy Clerk

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation RS-2020-052

Moved by: Councillor Jesse Foley

Be it resolved that:

The Recreation Committee agenda for the November 9, 2020 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation RS-2020-053

Moved by: Chuck Durrant

Be it resolved that:

The Recreation Committee minutes of the October 19, 2020 meeting be approved as presented.

CARRIED

7. CORRESPONDENCE

7.1 Timiskaming Health Unit – Sharrow Evaluation Report

Recommendation RS-2020-054

Moved by: Councillor Jesse Foley

Be it resolved that:

The Recreation Committee hereby acknowledges receipt of the Sharrow Evaluation Report from the Timiskaming Health Unit.

CARRIED

8. UNFINISHED BUSINESS

8.1 Memorial Tree and Bench Program Policy

Recommendation RS-2020-055

Moved by: Simone Holzamer

Be it resolved that:

The Recreation Committee recommends that Council for the City of Temiskaming Shores approve the Memorial Bench and Tree Policy as presented at the November 9, 2020 Recreation Committee meeting.

CARRIED

9. NEW BUSINESS

9.1 Programming Update (Verbal)

Jeff Thompson provided the Committee with an update in regards to upcoming programming for the Pool Fitness Centre and Age Friendly Group activities. Jeff also stated that gym attendance is slowly increasing.

9.2 Parks and Facilities Update (Verbal)

Paul Allair provided the Committee with an update in regards to activities and maintenance in our recreation facilities and other municipally owned buildings. Paul also informed the Committee that the parks have been closed up for the winter with the removal of swings, etc. and staff are preparing the two cenotaphs in preparation for Remembrance Day.

9.3 Directors Update (Verbal)

Matt Bahm informed the Committee that the Rotary Splash Pad was the recipient of a \$30,000 donation from the Frog's Breath Foundation and with that, the fundraising target has been met.

Lynn Marcella has returned to the position of Age Friendly Coordinator and is currently working on 2021 programming.

Matt also informed the Committee that work on the 2021 Capital and Operating budgets is ongoing and outlined some of the projects being considered, as well as, some potential funding opportunities to enhance outdoor recreational spaces.

9.4 Bucke Park – Annual Review

Matt Bahm presented the 2020 Bucke Park review, which will be presented at an upcoming Council meeting. Overall, the park had a successful year and is hopeful for the same outcome in 2021, which is why staff are recommending a one-year renewal with the current operators.

Recommendation RS-2020-056

Moved by: Councillor Jesse Foley

Be it resolved that:

The Recreation Committee hereby recommends that Council for the City of Temiskaming Shores consider renewing the Bucke Park Agreement with the current operators for the 2021 season.

CARRIED

10. NEXT MEETING

The next Recreation Committee Meetings are will be scheduled as follows:

- December 14, 2020
- January 11, 2021
- February 8, 2021

11. ADJOURNMENT

Recommendation RS-2020-057

Moved by: Simone Holzamer

Be it resolved that:

The Recreation Committee meeting is adjourned at 7:15 p.m.

CARRIED

COMMITTEE CHAIR

COMMITTEE SECRETARY

THE CITY OF TEMISKAMING SHORES JANUARY - NOVEMBER 2020 YEAR-TO-DATE CAPITAL FINANCIAL REPORT

Finance Department Contact:
Laura-Lee MacLeod, Treasurer

25-Nov-20

SUMMARY - CAPITAL
Revenues and Expenditures
as at November 2020

	2020 YTD			
	Actual	Total Budget	Variance B/(W)	% Change
CAPITAL				
Revenues				
Capital - General	2,521.0	3,803.3	(1,282.3)	-33.7%
Capital - Environmental	500.8	1,100.0	(599.2)	-54.5%
Total Revenues	3,021.8	4,903.3	(1,881.5)	-38.4%
Expenditures				
Capital - General	3,464.7	3,803.3	338.6	8.9%
Capital - Environmental	786.7	1,100.0	313.3	28.5%
Total Expenditures	4,251.4	4,903.3	651.9	13.3%
Net Position Capital	(1,229.6)	0.0	1,229.6	0.0%

**GENERAL CAPITAL
Revenues & Expenditures
as at November 2020**

Department	Project	2020			%		G	Y	R
		Actual	Budget	Variance B/(W)					
REVENUES:	Transfer from Operations		728.5	(728.5)					
	Transfer from Reserves	37.1	138.5	(101.4)					
	Financing - NL Library	1,009.5	1,000.0	9.5					
	Federal Gas Tax	1,137.9	1,110.6	27.3					
	Efficiency Funding	267.4	265.0	2.4					
	OCIF Funding	64.8	125.0	(60.2)					
	Provincial Gas Tax		115.6	(115.6)					
	ICIP Funding		317.9	(317.9)					
	Partnership - Others		2.2	(2.2)					
	Partnership - Splashpad	0.1	0.0	0.1					
	Other Revenues - Library	4.2	0.0	4.2					
Total Revenues		2,521.0	3,803.3	(1,282.3)					
EXPENDITURES:									
Corporate Services:	Website Upgrades	25.9	18.0	-7.9	100%	X			
Public Works:	2020 Roads Program	1,043.0	1,000.0	-43.0	100%	X			
	Golf Course Road Bridge	94.9	110.6	15.7	100%	X			
	Ditching Project		30.0	30.0					
	Grant Drive Expansion		45.0	45.0					
	West Road Culvert Lining	64.8	125.0	60.2	100%	X			
	Radley Hill Road Crossing Engineering	8.9	20.0	11.1	100%	X			
	Roy's Road Bridge	3.0	0.0	-3.0	25%	X			
Solid Waste:	Landfill Expansion	20.6	75.0	54.4	50%	X			
Property Mtnce:	NL Library Relocation	1,009.5	1,000.0	-9.5	100%	X			
	Haileybury Arena Roof	357.7	500.0	142.3	80%	X			
	Haileybury Fire Station Roof		20.0	20.0					
Fleet:	3/4 Ton Pick Up	38.4	39.0	0.6	100%	X			
	Spray Patcher	267.4	265.0	-2.4	100%	X			
	Blower for Trackless	16.5	16.5	0.0	100%	X			
Transit:	Transit Bus	438.5	433.5	-5.0	100%	X			
Recreation:	Recreation Master Plan	45.6	45.7	0.1	100%	X			
	Haileybury Arena Dehumidifer	30.0	60.0	30.0	100%	X			
	Waterfront Development	0.1	0.0	-0.1					
Total Expenditures		3,464.7	3,803.3	338.6					

2.4

ENVIRONMENTAL CAPITAL
Revenues & Expenditures
as at November 2020

	2020		Variance
	Actual	Budget	B/(W)
REVENUES:			
Transfer from Operations		599.2	(599.2)
Transfer from Reserves	500.8	500.8	0.0
Total Revenues	500.8	1,100.0	(599.2)
EXPENDITURES:			
Dymond Looping Phase 2&3	786.7	1,100.0	313.3
Total Expenditures	786.7	1,100.0	313.3

Memo

To: Mayor and Council
From: Kelly Conlin, Deputy Clerk/Police Services Board Secretary
Date: November 3, 2020
Subject: Policing Contract Renewal
Attachments: Contract Policing Proposal and Agreement

Mayor and Council:

As per By-law 2015-032, the current agreement with Minister of Community Safety and Correctional Services for the provision of Policing Services is set to expire on December 31, 2020.

The draft agreement and contract Policing Proposal was discussed at the October 19, 2020 Temiskaming Shores Police Services Board meeting, at which time, the Board passed the following Recommendation:

Resolution No. 2020-23
Moved by: Tyler Twarowski
Seconded by: Monique Chartrand

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of the OPP Policing Contract Renewal; and further recommends that Council for the City of Temiskaming Shores enter into a 5-year agreement with the Solicitor General for Policing Services effective January 1, 2021.

CARRIED

Included in the proposal are the 2021 Police Billing Estimates, which will be used in the preparation of the 2021 Budget.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Kelly Conlin
Deputy Clerk/Board Secretary

Shelly Zubyck, CHRP
Director of Corporate Services

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: December 1, 2020
Subject: Public Transit Infrastructure Fund
Attachments: Draft Agreement (**Please refer to By-law No. 2020-118**)

Mayor and Council:

On August 28, 2020, a funding announcement occurred to indicate that the City's submission for funding had been approved, and on November 10, 2020 the City received the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream.

The Agreement is for the transfer of provincial and federal funds, up to a maximum amount of \$2,289,124.28, to the City of Temiskaming Shores, to carry out the public infrastructure projects described in the Agreement. The scope of the project includes the replacement of five (5) conventional buses over 10 years, as well as the replacement of four (4) existing shelters and the addition of two (2) new shelters to meet accessibility standards under the Accessibility Ontario Disabilities Act (AODA). The project also includes the purchase and installation of a payment system. The new payment system will be more efficient for users to reload their cards online. The project will also improve capacity, quality and access to the public transit system in the City.

It is recommended that Council direct 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.

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 Zubycck
Director of Corporate
Services

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: December 1, 2020
Subject: Appoint Wildlife Control Agent
Attachments: Draft Amending By-law (**Please refer to By-law No. 2020-119**)

Mayor and Council:

Council for the City of Temiskaming Shores adopted By-law No. 2010-111 on July 20, 2020, being a by-law to appoint agents for the purpose of wildlife control within the City. The current appointees are: Normand Beland, Larry Elliott and Neil Edwards.

Following a review of the By-law, staff recommends removing Neil Edwards as a Wildlife Control Agent, and appoint an agent from Temiskaming Nuisance Wildlife Services. Matt Howe has experience in capturing and relocating (where possible) nuisance wildlife, including beavers, skunks, raccoons, ground hogs, squirrels, etc. Mr. Howe is also authorized by the MNRF to assist with black bear live trappings.

Appointees for the purpose of Wildlife Control carry out the duties imposed upon them pursuant to the Fish and Wildlife Conservation Act, 1997, and any regulation enacted thereto, and will comply with all Municipal By-laws, including By-law No. 2009-081, as amended, being a by-law to Control and Regulate the Discharge of Firearms in the City of Temiskaming Shores.

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
<u>"Original signed by"</u>	<u>"Original signed by"</u>	<u>"Original signed by"</u>
Logan Belanger Municipal Clerk	Shelly Zubych Director of Corporate Services	Christopher W. Oslund City Manager

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: December 1, 2020
Subject: Annual Accessibility Status Report
Attachments: Accessibility Status Report 2019-2020

Mayor and Council:

The Ontario Government enacted the Accessibility for Ontarians with Disabilities Act (AODA) in 2005, to make the Province of Ontario accessible by 2025. A series of standards have been developed under the Integrated Accessibility Standards Regulation (IASR) to meet this goal, including standards for Customer Service, Information and Communications, Employment, Transportation and the Design of Public Spaces. There are staggered timelines for meeting the requirements of these Standards.

One of the General Requirements stated in the IASR, is that designated public sector organizations shall prepare an annual status report on the progress of measures taken to implement strategies outlined in the Multi-Year Accessibility Plan, and to post the report on the municipal website.

The enclosed Accessibility Status Report is the annual update on the progress of the measures taken to improve accessibility and to implement the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), and the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11).

The Annual Status Report includes the accessibility initiatives that were completed between 2019 and 2020 to implement the strategies outlined in the City of Temiskaming Shores Multi-Year Accessibility Plan. The purpose of this Status Report is to make the public aware of the City's progress with regards to the 2019-2023 Multi-Year Accessibility Plan, as well as illustrates the commitment within the City of Temiskaming Shore to provide equal treatment to all persons regardless of ability, including residents, employees, visitors and other stakeholders when they access services, programs, and facilities.

Staff recommends that Council for the City of Temiskaming Shores receives the Accessibility Status Report 2019-2020, and directs staff to post on the City's website.

Prepared by:

“Original signed by”

Logan Belanger
Municipal Clerk

Reviewed by:

“Original signed by”

Shelly Zubycck
Director of Corporate
Services

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

Christopher W. Oslund
City Manager



Discover a whole new Ontario • Découvrez un tout nouvel Ontario

City of Temiskaming Shores

2019 - 2020

Accessibility Status Report

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0



Overview

The Accessibility for Ontarians with Disabilities Act was passed in 2005. Under the Act, organizations must meet accessibility requirements in the areas of Customer Service, Employment, Information and Communications, Transportation and Design of Public Spaces, with staggered compliance dates.

The City of Temiskaming Shores has implemented a multi-year accessibility plan, 2019-2023 to provide a framework to meet these deadlines. The City will publish an Annual Accessibility Status Report to define our annual progress in meeting these goals.

The City of Temiskaming Shores strives to meet the needs of its employees and residents with disabilities, and is working to remove and prevent barriers to accessibility and to fulfill the requirements under the Accessibility for Ontarians with Disabilities Act. The 2019-2023 Accessibility Plan, in conjunction with the Annual Accessibility Status Report will demonstrate the Municipality's role in making Ontario accessible for all Ontarians by 2025.

The City's Multi-Year Accessibility Plan primarily focused on the five (5) Integrated Accessibility Standards. These standards were established to prevent and remove barriers for people with disabilities. The standards are:

- Information & Communication;
- Employment;
- Transportation;
- Design of Public Spaces; and
- Customer Service.

Below is a summary of the City's achievements between 2019 and 2020, in relation to the standards that were outlined in the Multi-Year Plan.

Information and Communication

Website

On October 30, 2020, the City launched a new website to meet WCAG 2.0 AA criteria.

Accessibility Plan

In 2004, the City of Temiskaming Shores created an Accessibility Plan that has been reviewed and updated on a regular basis. Most recently, the Temiskaming Shores Accessibility Advisory Committee completed a Plan for 2019 to 2023, which was presented



to Council for review and adoption at the regular meeting on November 20, 2019. The Plan is available to the public on the City's website.

Compliance Reporting

The 2019 Accessibility Compliance Report was filed with the Accessibility Directorate of Ontario under the Ministry for Seniors and Accessibility, and posted on the City's website.

Site Plan Control

The Accessibility Advisory Committee continues to provide feedback on Site Plan Control applications prior to approval, for the purpose of providing input on a variety of City and private developments.

Procurement

The City of Temiskaming Shores continues to include an AODA Compliance clause regarding accessibility requirements in procurement documents (i.e. Request for Proposals, etc.).

Employment

The City continues to comply with the requirements of Integrated Accessibility Standards Regulation by including the training requirements as part of the City's onboarding package during orientation.

In addition, the public is notified of accommodations for applicants with disabilities during the recruitment process.

Transportation

The City purchased one (1) new accessible transit bus in 2020. The Temiskaming Transit fleet now has four (4) accessible busses.

Public Spaces

The City continues to focus on removing barriers which may exist in our buildings and facilities, while ensuring that new buildings, leases and renovations do not create any new barriers.

In 2020, the new location of the Temiskaming Shores Public Library opened to the public, and the renovations to the building, located at 285 Whitewood Avenue, created a barrier-free facility.



City Council allocates \$25,000 annually for accessibility related projects related to curb cuts, sidewalk repairs and accessible parking spaces. In 2019, a curb cut was completed at the Whitewood Avenue / Paget Street intersection, and a pedestrian crosswalk was installed at the Whitewood Avenue / John Street Intersection.

Customer Service

The City continues to review customer feedback and takes appropriate action. In addition, the City of has statements on the website informing people that accessible formats and communication supports are available upon request.

Memo

To: Mayor and Council

From: Logan Belanger, Municipal Clerk

Date: December 1, 2020

Subject: Bill 218, Supporting Ontario's Recovery and Municipal Elections Act, 2020 Summary

Attachments: **Appendix 01:** AMO: Bill 218, Supporting Ontario's Recovery and Municipal Elections Act, 2020, Submission to Standing Committee on Justice Policy of the Ontario Legislative Assembly, November 3, 2020

Appendix 02: Bill 218 An Act to enact the Supporting Ontario's Recovery Act, 2020 respecting certain proceedings relating to the coronavirus (COVID-19), to amend the Municipal Elections Act, 1996 and to revoke a regulation

Mayor and Council:

At the November 17, 2020 regular meeting of Council, a summary of Bill 218 was requested regarding the changes to Municipal Elections Act.

On October 20, 2020, the Government introduced Bill 218, Supporting Ontario's Recovery and Municipal Elections Act, 2020, which would provide liability protection for workers, volunteers and organizations that make an honest effort to follow public health guidelines and laws relating to exposure to COVID-19. The Bill would also amend the Municipal Elections Act, 1996, intended to make the electoral process consistent across municipal, provincial and federal elections¹.

Bill 218 is comprised of two Schedules - Schedule 1 relates to Supporting Ontario's Recovery Act, 2020; and Schedule 2 relates to the Municipal Elections Act, 1996.

Schedule 2 of Bill 218, proposed changes and an accompanying regulation to:

- Remove the option for ranked ballots which were introduced for the last election.
- Revert nomination day back to "second Friday in September" from the "fourth Friday in July."

¹ "Ontario Protects Workers, Volunteers and Organizations Who Make Honest Efforts to Follow COVID-19 Public Health Guidelines and Laws". Ontario Newsroom, October 20, 2020, <https://news.ontario.ca/en/release/58886/ontario-protects-workers-volunteers-and-organizations-who-make-honest-efforts-to-follow-covid-19-pub>

- Change the timeline for passing a bylaw authorizing the use of voting and vote-counting equipment or alternative voting method from "May 1st the year before an election" to "May 1st the year of an election."
- Change the timeline for clerks to establish procedures and forms for voting and vote-counting equipment and alternative voting methods from "December 31 in the year before the year of the election" to "before June 1 in the year of the election."²

Ranked ballot elections have been allowed by legislation since 2017. Since that time, one municipal government conducted such an election in 2018; two municipal governments have put questions on their 2018 ballots and intend to move forward; and a handful more have been considering consulting their residents on their 2022 ballots.³

Prior to the introduction of Bill 218, Candidates could file nomination papers on May 1st of the election year, up until the fourth Friday in July (note: Election day is the fourth Monday in October). Bill 218 proposes to change the deadline for nominations, reverting it to the second Friday in September.

On November 16, 2020, the Legislative Assembly of Ontario gave Third Reading to Bill 218, and on November 20, 2020, Bill 218 received Royal Assent. The final Bill included a key change with regard to nomination day which will now move to the 3rd Friday in August, from the originally proposed second Friday in September. No other amendments to Schedule 2 were made.

In addition to changing the nomination day, the Bill also removes the ability of municipalities to choose to implement ranked ballot voting, and changes the timeline for passing a bylaw authorizing the use of voting and vote-counting equipment or alternative voting method from "May 1st the year before an election" to "May 1st the year of an election,". Similarly, the Bill changes the timeline for clerks to establish procedures and forms for voting and vote-counting equipment and alternative voting methods from "December 31 in the year before the year of the election" to "before June 1 in the year of the election."⁴

Although the new nomination date provides less time for clerks to verify and certify nominations for each office, including a shorter turnaround time to supply vendors with a certified list of candidates and proof final ballots, as Returning Officer for the City, I do not

² "Bill 218: Supporting Ontario's Recovery and Municipal Elections Act, 2020 ". AMCTO, October 2020, <https://www.amcto.com/Blog/October-2020/Bill-218-%C2%A0Supporting-Ontario-s-Recovery-A>

³ "AMO Submission to Standing Committee on Justice Policy of the Ontario Legislative Assembly ". AMO, November 3, 2020, <https://www.amo.on.ca/AMO-PDFs/Reports/2020/Bill-218,-Supporting-Ontario%E2%80%99s-Recovery-and-Munici.aspx>

⁴ "Advocacy Update: Bill 218". AMCTO, November 2020, <https://www.amcto.com/Blog/November-2020/Advocacy-Update-Bill-218>

anticipate that this compressed timeline would adversely affect the City of Temiskaming Shores election process or our ability to deliver election services.

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



Bill 218, *Supporting Ontario's Recovery and Municipal Elections Act, 2020*

AMO Submission to Standing Committee on Justice Policy of the Ontario
Legislative Assembly

November 3, 2020

Introduction

Bill, 218, *Supporting Ontario's Recovery and Municipal Elections Act, 2020* is comprised of two Schedules which establish new legislative protections on the one hand and amend existing legislation on the other. AMO, and the Ontario municipal governments we represent, strongly support the first and have significant concerns about the latter.

Schedule 1: *Supporting Ontario's Recovery Act, 2020*

AMO strongly supports the limited liability protection for good faith efforts of individuals and organizations working to preserve the health and safety during the pandemic established in Schedule 1 of the Bill. Our Association has been requesting this protection since March this year. AMO applauds the government for delivering it retroactive to the declaration of a provincial emergency. AMO notes that civil remedies remain available to Ontarians regardless of the Bill's content.

Since the pandemic began, AMO has worked to provide its members with timely information that would help them to evaluate and manage the impacts on their communities. Municipal governments have been concerned about the risk of court proceedings which could negatively impact our organizations' ability to provide services to our communities.

To manage the pandemic and support the health and safety of residents, municipalities substantially scaled back services, especially in the early stages when the virus was less understood. While municipalities complied with provincial orders, some local decisions may also have contained an element of risk mitigation for taxpayers where continuing to offer services could expose residents to the virus.

Some examples of provincial orders and municipal action to protect the public included:

- shutting down parks and playgrounds
- modifying operations in homeless shelters
- enforcing social distancing rules
- closing municipal day cares, recreational programs, and camps.

Municipalities are also legally required to offer at least one long-term care facility to our residents. This is something many AMO members exceed to offer in options and quality care in our communities. We are all aware of the impact of the virus in the long-term care setting.

In addition, municipal governments are open to risk when third parties offer services using municipal facilities. AMO and municipal governments have raised concerns about the impact of joint and several liability many times. Municipal governments remain at risk from it and as a result during the pandemic, many non-profit and club activities have been cancelled or scaled back. This affects quality of life, limits skills and social capital building, and further reduces municipal revenues for reinvestment in local services.

The COVID-19 pandemic is not over. Additional actions may yet be needed to protect our communities. As it evolves, good faith liability protection will help municipalities to make the best decisions to serve our residents. We welcome this change.

Schedule 2: *Municipal Elections Act, 1996*

Schedule 2 of Bill 218 makes changes to the *Municipal Elections Act, 1996*, to eliminate the option of using ranked ballots in municipal elections. It also reverts the nomination deadline for candidates to the second Friday in September. These changes were surprising to many municipal governments and AMO recommends withdrawing the Schedule.

Ontario has 444 municipal governments. Municipalities operate very differently than provincial or federal governments. Municipalities in Ontario do not have political parties, Cabinet decision-making or party discipline. The mayor has the same power as others on Council. Decisions are made with a higher level of transparency, and individuals, companies and groups can easily present to the entire council.

Ranked ballot elections have been allowed by legislation since 2017. Since that time, one municipal government conducted such an election in 2018; two municipal governments have put questions on their 2018 ballots and intend to move forward; and a handful more have been considering consulting their residents on their 2022 ballots.

It is often said municipal governments are the “closest to the people” and most in tune with their concerns. To best represent residents, communities need to determine how they elect their leaders.

Municipal governments are constantly working to engage their communities in civic conversation. They use many ways to do it. Even the idea of a “town hall event” is shorthand for innovative engagement.

Ranked ballots, where residents want to try them, offer a different way to engage residents and can help encourage more diverse voices in local decision-making. Limiting this could leave some residents discouraged about the openness of municipal governments to their concerns and that discouragement could grow over time. Using a different form of voting is just another difference that we are confident residents can adjust to where communities wish to try them.

Another major difference between municipal and other governments is our election period. Provincial and federal elections last several weeks, while municipal elections occur over 6 months. Candidates may file nomination papers on May 1st of the election year up until the fourth Friday in July, currently. Election day is the fourth Monday in October.

Bill 218 proposes to change the deadline for nominations, reverting it to the second Friday in September. AMO understands that municipal elections staff requested an earlier nomination date to allow them to better prepare ballots and settle election administration. In recognition of staff needs, AMO believes this should be left unchanged.

If the Standing Committee believes a date change is absolutely necessary to support candidates' ability to prepare campaign resources, it should be no later than the second-last week of August to give staff the time they need to prepare ballots and manage elections administration.

Legislative
Assembly
of Ontario



Assemblée
législative
de l'Ontario

1ST SESSION, 42ND LEGISLATURE, ONTARIO
69 ELIZABETH II, 2020

Bill 218

(Chapter 26 of the Statutes of Ontario, 2020)

**An Act to enact the Supporting Ontario's Recovery Act, 2020
respecting certain proceedings relating to the coronavirus (COVID-19), to amend
the Municipal Elections Act, 1996 and to revoke a regulation**

The Hon. D. Downey
Attorney General

1st Reading	October 20, 2020
2nd Reading	October 27, 2020
3rd Reading	November 16, 2020
Royal Assent	November 20, 2020



EXPLANATORY NOTE

*This Explanatory Note was written as a reader's aid to Bill 218 and does not form part of the law.
Bill 218 has been enacted as Chapter 26 of the Statutes of Ontario, 2020.*

SCHEDULE 1 SUPPORTING ONTARIO'S RECOVERY ACT, 2020

The *Supporting Ontario's Recovery Act, 2020* is enacted. Section 2 of the Act provides that no cause of action arises against any person as a direct or indirect result of an individual being or potentially being infected with or exposed to coronavirus (COVID-19) on or after March 17, 2020 as a direct or indirect result of an act or omission of the person if,

- (a) at the relevant time, the person acted or made a good faith effort to act in accordance with,
 - (i) public health guidance relating to coronavirus (COVID-19) that applied to the person, and
 - (ii) any federal, provincial or municipal law relating to coronavirus (COVID-19) that applied to the person; and
- (b) the act or omission of the person does not constitute gross negligence.

Proceedings directly or indirectly based on or related to any such matter may not be brought, and any that exist when the Act comes into force are deemed to have been dismissed without costs. The section also applies with respect to a person who is vicariously liable for the acts or omissions of another person, if the other person's liability is negated in relation to any such act or omission under subsection 2 (1). The terms "good faith effort", "law", "public health guidance", and "person" are defined and clarified in section 1 of the Act.

The Act also sets out an exception to section 2 relating to the closure of a person's operations under a law, as well as exceptions relating to employment and the performance of work.

SCHEDULE 2 MUNICIPAL ELECTIONS ACT, 1996

Currently, the *Municipal Elections Act, 1996* provides a framework for conducting ranked ballot elections for offices on a municipal council. Amendments are made to remove that framework. Ontario Regulation 310/16 (Ranked Ballot Elections) made under the Act is revoked.

**An Act to enact the Supporting Ontario's Recovery Act, 2020
respecting certain proceedings relating to the coronavirus (COVID-19), to amend
the Municipal Elections Act, 1996 and to revoke a regulation**

CONTENTS

1.	Contents of this Act
2.	Commencement
3.	Short title
Schedule 1	Supporting Ontario's Recovery Act, 2020
Schedule 2	Municipal Elections Act, 1996

Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

Contents of this Act

1 This Act consists of this section, sections 2 and 3 and the Schedules to this Act.

Commencement

2 (1) Subject to subsections (2) and (3), this Act comes into force on the day it receives Royal Assent.

(2) The Schedules to this Act come into force as provided in each Schedule.

(3) If a Schedule to this Act provides that any provisions are to come into force on a day to be named by proclamation of the Lieutenant Governor, a proclamation may apply to one or more of those provisions, and proclamations may be issued at different times with respect to any of those provisions.

Short title

3 The short title of this Act is the *Supporting Ontario's Recovery and Municipal Elections Act, 2020*.

SCHEDULE 1 SUPPORTING ONTARIO'S RECOVERY ACT, 2020

Interpretation

1 (1) In this Act,

“good faith effort” includes an honest effort, whether or not that effort is reasonable; (“effort de bonne foi”)

“law” means a statute or any regulation, order, by-law or other instrument made under a statute; (“règle de droit”)

“public health guidance” means advice, recommendations, directives, guidance or instructions given or made in respect of public health, regardless of the form or manner of their communication, by any of the following:

- i. The Chief Medical Officer of Health appointed under the *Health Protection and Promotion Act*, an Associate Chief Medical Officer of Health under that Act or the Office of the Chief Medical Officer of Health.
- ii. A person appointed as a medical officer of health or associate medical officer of health of a board of health under the *Health Protection and Promotion Act*, or an employee of a board of health.
- iii. A public health official of the Government of Canada.
- iv. A minister or ministry of the Government of Ontario or Canada, or an officer or employee in such a ministry.
- v. An agency of the Government of Ontario or Canada or an officer or employee in such an agency.
- vi. A municipality or an officer or employee of a municipality.
- vii. A regulatory body having jurisdiction over a person, or an officer or employee of such a regulatory body. (“orientations en matière de santé publique”)

Same

(2) A reference in this Act to a person includes a reference to any individual, corporation or other entity, and includes the Crown in right of Ontario.

No effect on defence, immunity

(3) Nothing in this Act shall be read as abrogating or limiting any defence or immunity that exists in law or at common law.

Protection from liability

2 (1) No cause of action arises against any person as a direct or indirect result of an individual being or potentially being infected with or exposed to coronavirus (COVID-19) on or after March 17, 2020 as a direct or indirect result of an act or omission of the person if,

- (a) at the relevant time, the person acted or made a good faith effort to act in accordance with,
 - (i) public health guidance relating to coronavirus (COVID-19) that applied to the person, and
 - (ii) any federal, provincial or municipal law relating to coronavirus (COVID-19) that applied to the person; and
- (b) the act or omission of the person does not constitute gross negligence.

Same

(2) Subsection (1) applies regardless of any conflict or inconsistency in the public health guidance or laws applicable to the person.

Same

(3) A difference in the degree of specificity respecting a matter does not constitute a conflict or inconsistency for the purposes of subsection (2).

Proceedings barred

(4) No proceeding that is directly or indirectly based on or related to anything referred to in subsection (1) may be brought or maintained against a person.

Retrospective effect

(5) Subsection (4) applies regardless of whether the cause of action on which the proceeding is purportedly based arose before, on or after the day this Act comes into force.

Proceedings dismissed

(6) Any proceeding referred to in subsection (4) that is commenced before the day this Act comes into force is deemed to have been dismissed, without costs, on the day this Act comes into force.

No compensation payable

(7) No person is entitled to any compensation or any other remedy or relief for the extinguishment or termination of rights under this Act.

Vicarious liability

(8) This section applies with necessary modifications with respect to a person who is vicariously liable for the acts or omissions of another person, where subsection (1) would negate the liability of the other person in relation to any such act or omission.

Non-application, required closure

3 Section 2 does not apply with respect to acts or omissions of a person that,

- (a) occurred while a law required the person's operations to close, in whole or in part; and
- (b) relate to an aspect of the person's operations that was required to close under the law.

Non-application, employment and performance of work

4 (1) In this section,

"occupational disease", "Schedule 1 employer", "Schedule 2 employer", "survivor" and "worker" have the same meaning as in the *Workplace Safety and Insurance Act, 1997*.

Causes of action, proceedings unaffected

(2) Section 2 does not apply with respect to any of the following:

- 1. A cause of action of a worker who is or was employed by a Schedule 1 employer or Schedule 2 employer, or of the worker's survivor, in respect of a personal injury by accident arising out of and in the course of the worker's employment or an occupational disease.
- 2. A cause of action of a worker who is or was employed by a Schedule 1 employer or Schedule 2 employer, or of the worker's survivor, to which the Workplace Safety and Insurance Board or Schedule 2 employer, as the case may be, is subrogated under section 30 of the *Workplace Safety and Insurance Act, 1997*.
- 3. A cause of action of an individual in respect of an actual or potential exposure to or infection with coronavirus (COVID-19) that occurred in the course, or as a result, of employment with a person or in the performance of work for or supply of services to a person.
- 4. A proceeding arising from a cause of action referred to in paragraph 1, 2 or 3.

No effect on jurisdiction

(3) Nothing in this Act affects the exclusive jurisdiction of the Workplace Safety and Insurance Appeals Tribunal to determine a matter described in subsection 31 (1) of the *Workplace Safety and Insurance Act, 1997*.

Conflict

(4) In the event of a conflict between this Act and the *Workplace Safety and Insurance Act, 1997*, the *Workplace Safety and Insurance Act, 1997* prevails to the extent of the conflict.

Crown bound

5 This Act binds the Crown.

Commencement

6 The Act set out in this Schedule comes into force on the day the *Supporting Ontario's Recovery and Municipal Elections Act, 2020* receives Royal Assent.

Short title

7 The short title of the Act set out in this Schedule is the *Supporting Ontario's Recovery Act, 2020*.

SCHEDULE 2
MUNICIPAL ELECTIONS ACT, 1996

1 (1) The definition of “prescribed” in subsection 1 (1) of the *Municipal Elections Act, 1996* is amended by striking out “or, for references in section 41.1, prescribed by the Lieutenant Governor in Council”.

(2) The definition of “ranked ballot election” in subsection 1 (1) of the Act is repealed.

2 Subparagraph 1 iii of section 3 of the Act is amended by striking out “that has not passed a by-law authorizing the use of a ranked ballot election” at the end.

3 Paragraph 3 of subsection 7 (3) of the Act is repealed.

4 Section 31 of the Act is amended by striking out “fourth Friday in July” and substituting “third Friday in August”.

5 Sections 41.1 and 41.2 of the Act are repealed.

6 (1) Clause (a) of subsection 42 (2) of the Act is amended by striking out “in the year before the year of the election” and substituting “in the year of the election”.

(2) Subparagraph 1 i of subsection 42 (4) of the Act is amended by striking out “before December 31 in the year before the year of the election” and substituting “before June 1 in the year of the election”.

7 Subsection 51 (3) of the Act is repealed.

8 Subsection 60 (4) of the Act is repealed.

9 Paragraph 5 of subsection 83 (7) of the Act is repealed.

10 Clause (a) of subsection 95 (1) of the Act is amended by striking out “regulations, except in sections 41.1 and 41.2” and substituting “regulations”.

Revocation

11 Ontario Regulation 310/16 (Ranked Ballot Elections) made under the Act is revoked.

Commencement

12 This Schedule comes into force on the day the *Supporting Ontario’s Recovery and Municipal Elections Act, 2020* receives Royal Assent.

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: December 1, 2020
Subject: Committee Appointments
Attachments: Draft By-law to amend By-law No. 2019-001
(Please refer to By-law No. 2020-121)

Mayor and Council:

At the December 3, 2018, regular meeting of Council, Council adopted By-law No. 2019-001, being a by-law to appoint Council committees and Council representatives to various boards and committees for the December 1, 2018 to the November 30, 2022 term.

The Mayor for the City of Temiskaming Shores proposed an amendment to Schedule A of the above-mentioned by-law for Council consideration, to revise the Council representatives on various boards and committees. The proposed changes would take effect on January 1, 2021.

The summary of proposed changes are:

Board/ Committee	Current Council Member(s) Appointed	Proposed Council Member(s) Appointed
Healthy Kids Community Challenge Steering Committee	Carman Kidd	Patricia Hewitt
New Liskeard Non-Profit Housing Corporation	Carman Kidd	Jeff Laferriere
Public Library Board	Danny Whalen Jeff Laferriere	Patricia Hewitt Jeff Laferriere
Temiskaming Shores Development Corporation	Carman Kidd Patricia Hewitt Danny Whalen	Carman Kidd Patricia Hewitt Mike McArthur
Transit Committee	Patricia Hewitt Mike McArthur	Carman Kidd Patricia Hewitt Mike McArthur

Prepared by:

“Original signed by”

Logan Belanger
Municipal Clerk

Reviewed by:

“Original signed by”

Shelly Zubycck
Director of Corporate
Services

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

Christopher W. Oslund
City Manager

Subject: Shared Building Services - Temagami **Report No.:** CS-046-2020
Agenda Date: December 1st, 2020

Attachments

Appendix 01: Shared Services Agreement (**Please refer to By-law No. 2020-120**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-046-2020;
2. 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.

Background

The Shared Services agreement between the City of Temiskaming Shores and the Municipality of Temagami expired on October 31st, 2020.

Analysis

The Director of Corporate Services met with staff from the Municipality in order to discuss extending the shared services agreement. The Municipality of Temagami has requested the use of the City's CBO and Building Inspector for an additional period of one (1) year.

The Corporate Services Committee met on October 26th, 2020 and directed staff to prepare the necessary By-law for Council's consideration, including a 0.3% increase to reflect the Consumer Price Index.

On November 5th, 2020, the Protection of Persons and Property Committee met and concurred with the Corporate Services Committee's direction.

Attached as Appendix 1 is the Draft Shared Services Agreement. Included in the agreement is the provision of the Municipality of Temagami naming the City as an additional insured for liability insurance purposes. In addition, at the time City employees are conducting work for Temagami, the employees will be covered under the Municipality of Temagami's Workplace Safety and Insurance Board Insurance.

Work will continue to be scheduled directly with the City's CBO and Building Inspector through Temagami's Deputy Clerk. The work of the City of Temiskaming Shores will

remain priority so that there is no burden or disruption in service provided to City's taxpayers.

Over the duration of the contract, staff will monitor the time spent performing services for Temagami. Should both parties mutually agree, an extension of the agreement could be negotiated upon Council's approval.

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 ☐

The City will receive \$50,150 plus applicable taxes for the duration of the contract – 1 year. This amount includes mileage costs incurred for the travel to and from Temagami from Temiskaming Shores. A vehicle will be provided by Temagami for use within their municipal boundaries. Water access in both the summer and the winter will be the responsibility of the Municipality of Temagami with a boat and snowmobile available for use.

Also included in the agreement is that should any court cases arise from situations such as order appeals, then all legal costs incurred will be the responsibility of the Municipality of Temagami.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"original signed by"

"original signed by"

Shelly Zubycck, CHRP
Director of Corporate Services

Christopher W. Oslund
City Manager

Subject: New Year's Eve Fireworks Event

Report No.: CS-047-2020

Agenda Date: December 1, 2020

Attachments

|

Appendix 1: dealcrashers.ca advertising

Recommendation

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-047-2020; and
2. That Council hereby agrees to allow the New Year's Eve Fireworks event being coordinated around Wabi Bay by DealChrashers.ca, to take place at 8:00 p.m. on December 31, 2020, as per the Fireworks bylaw 2009-161, Section 3.3 d).

Background

City staff were approached by a local entrepreneur asking if he could hold a fireworks event on New Year's Eve as an opportunity for the residents of Temiskaming Shores to have some fun during the holidays while during this time of limited gatherings and lockdowns. The event will provide a percentage of the profits from made from the sale of fireworks to be split between the Community Cancer Care program and the Canadian Mental Health Association.

Analysis

The project would see residents around the bay of Lake Temiskaming be provided one free consumer firework to set off on their property at 8:00pm on December 31, 2020. The company behind the event is DealCrashers.ca a new online business based in Temiskaming Shores. The business is hopeful that homeowners will purchase additional fireworks to increase the size and scope of the fireworks display around the Wabi Bay.

The City will assist through the purchase of some fireworks that will be set off from the New Liskeard Marina break wall as well as the purchase of the drone footage that will be recorded as part of the event that can be used for future tourism video production.

The request from DealCrashers.ca is for the City to authorize the use of fireworks for the event as our current bylaw does not allow for the use of Fireworks on December 31st. Council has the authority as part of By Law 2009-161 under Section 3.3 d) to authorize the use of consumer fireworks outside of the two days a year that the By Law allows them to be used by the public.

The intent of the event is not to have large gatherings of people along the community waterfront as the fireworks display will be able to be watched on the dealcrashers.ca Facebook page as it will be live streamed using a drone over the lake. If some people do go to the waterfront to watch, they will likely stay in their vehicles due to the outdoor temperatures anticipated.

DealCrashers.ca will be hiring a helicopter to fly along the waterfront at 3:00pm on December 31st and they are hopeful that families will be outdoors participating in activities such as building snowmen, bonfires, and sliding. This video footage will also be live streamed to remind people through social media about the fireworks event that evening.

The organizers have arranged their own insurance coverage for the event and understand that the City is not a partner in the event, just allowing the fireworks event to take place within the City's boundary.

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 ☐

The project will require the Fire Chief and Economic Development Officer to set off the City purchased fireworks from the marina break wall on December 31st. This will require approximately 2 hours of staff time each.

In addition, staff will purchase approximately \$1,000 worth of fireworks and spend \$1,500 to pay for the drone footage to support the event.

Alternatives

No alternatives were considered during the preparation of this report.

Submission

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
<i>"Original signed by"</i>	<i>"Original Signed by"</i>	<i>"Original signed by"</i>
James Franks Economic Development Officer	Shelly Zubyck Director of Corporate Services	Christopher W. Oslund City Manager

You're invited to join us for

NEW YEAR'S EVE

around

Lake Temiskaming



Hello to my Neighbours Around the Lake:

To introduce my new online business, to showcase our beautiful area and to celebrate the beginning of a new year of hope for 2021, I am planning an event on New Year's Eve around Lake Temiskaming.

First, I will give a fireworks cake to each waterfront property owner from the end of Dawson Point all the way to City Hall in Haileybury. At EXACTLY 8:00 PM, everyone around the lake will set off their fireworks so that the sky will be lit up. A drone will capture the moment.

To make this celebration even better, I've rented a helicopter to do a fly-by with my social media manager at 3PM. I'd love to see everyone outside with their families either around a bonfire, fishing, skiing, snowshoeing, snowmobiling or any other outdoors activity this area has to offer. Please don't forget to wave when the helicopter flies over you because there will be a live feed on my Facebook business page (Deal Crashers).

After the highs and lows of this year, let's take this day to enjoy time with our family and kickstart 2021 in a positive way. Personally, I am dedicating this event to my sister-in-law, Angèle, whom I love as a sister. She has been through a lot physically and mentally this year and has shown so much determination, resilience and strength in her battle with cancer. Therefore, a percentage of the sales will be donated to Community Cancer Care and Canadian Mental Health Association.

Thank you for your time and please feel free to contact me.

Marc Dessureault
Deal Crashers / North Cobalt Flea Market
www.dealcrashers.ca



Time is running out! Get your new year FIREWORKS NOW!

Deadline to order is November 30th.

A percentage of the sales will be donated to Community Cancer Care and Canadian Mental Health Association.

ORDER FORM

Deal Crashers Inc.
1041 Laskshore Rd., Haileybury, ON P0J 1K0

To place your order, please fill out this form and mail it to the address above. If you have any questions, please call Marc at 705-648-0063 or email him at marc@dealcrashers.ca.

NAME: _____ PHONE #: _____

ADDRESS: _____ POSTAL CODE: _____

ITEM #	ITEM DESCRIPTION	QUANTITY	PRICE	TOTAL	ITEM #	ITEM DESCRIPTION	QUANTITY	PRICE	TOTAL
100	BEM SUPER AMMO CRATE		\$800.00		052	TWILIGHT		\$25.00	
046	DRAGON ASSORTMENT		\$10.00		053	LUNAR STORM		\$25.00	
163	No 3 FLORAL ASSORTMENT		\$37.00		054	CRACKER JACK		\$25.00	
090	SUPERNOVA		\$40.00		055	ARTIST'S DREAM		\$25.00	
002	FIESTA		\$50.00		493	WIZARD		\$28.00	
056	CHERRY BOMB BOX		\$70.00		494	CONSTELLATION		\$28.00	
010	TREASURE CHEST		\$100.00		495	SKY BLASTER		\$28.00	
012	FIREWORKS KIT SHRINK T		\$160.00		368	SPRING GARDEN		\$28.00	
011	THUNDER DISPLAY		\$200.00		369	911		\$28.00	
014	FIREWORKS KIT SHRINK V		\$230.00		140	DEVIL TATOO		\$35.00	
020	BLOCKBUSTER		\$270.00		491	KHEOPS		\$37.00	
019	POW POW		\$350.00		492	NORTHERN LIGHTS		\$37.00	
061	SILVERADO		\$7.00		159	100 SHOTS PERSEIDS		\$37.00	
062	ELDORADO		\$7.00		141	DIABLO		\$38.00	
063	RED BURST VOLCANO		\$7.00		355	PIRANHA (25 SHOTS)		\$40.00	
064	PURPLE DAHLIA		\$7.00		145	GREEN MONSTER		\$40.00	
065	CVOLORFUL DAHLIA		\$7.00		153	SKY TRACER		\$40.00	
365	BLINKING WATERFALL		\$28.00		129	FIESTA		\$40.00	
366	TORNADO		\$28.00		134	GOLD PALM		\$40.00	
367	ROYAL BURST		\$28.00		136	BROCADE CROWN		\$40.00	
356	MASTER BLASTER (25 SHOTS)		\$40.00		137	DRAGON BREATH		\$40.00	
357	GOLD RUSH (25 SHOTS)		\$40.00		168	WILD THING		\$40.00	
350	MALEVOLENT (40 SHOTS)		\$50.00		352	NIKKO BLUE (30 SHOTS)		\$40.00	
360	ACT OF VALOUR (36 SHOTS)		\$50.00		353	PINKY WINKY (30 SHOTS)		\$40.00	
361	MOSAIC (36 SHOTS)		\$50.00		359	MENACE (25 SHOTS)		\$40.00	
354	GLITTERING BROCADE (30 SHOTS)		\$60.00		122	GO FISH		\$45.00	
358	BEM JUBILEE (36 SHOTS)		\$60.00		128	FANTASIA		\$45.00	
364	SPLIT COMETS (36 SHOTS)		\$68.00		139	NEST OF SERPENTS		\$45.00	
351	WICKED WITCH (60 SHOTS)		\$70.00		362	WHIRLWIND (25 SHOTS)		\$45.00	
131	SOLAR STORM		\$48.00		151	70 SHOTS Z RAINBOW		\$55.00	
132	COLOR TIME RAIN		\$48.00		148	30 SHOTS Z FISHES		\$57.00	
138	BROCADE PALM		\$48.00		149	30 SHOTS Z INFERNO		\$57.00	
142	THE OUT OF SPACE		\$50.00		157	BIG BERTHA		\$60.00	
143	SCREAMING EAGLE		\$50.00		150	35 SHOTS Z & FAN RAID		\$67.00	
144	THE GRAND FINALE		\$50.00		152	100 SHOTS EXTRAVAGANZA		\$67.00	
363	WILD ONE (35 SHOTS)		\$50.00		166	100 SHOTS 2 MUCH		\$67.00	
146	24 SHOTS W FACTOR		\$50.00						

THE ONES HIGHLIGHTED IN BLUE ARE THE PRO SERIES
WHICH ARE HIGHLY RECOMMENDED

FREE FIREWORKS (YOU'LL RECEIVE 1 FROM PAGE 5)

FREE FIREWORKS	\$0.00
SUBTOTAL	
HST (X .13)	
GRAND TOTAL	

NAME _____

CARD NUMBER

EXPIRY ____ / ____ CVV CODE ____

METHOD OF PAYMENT

☐ CREDIT CARD ☐ E-TRANSFER
marc@dealcrashers.ca

Memo

To: Mayor and Council
From: Steve Langford, Fire Chief
Date: November 24, 2020
Subject: Volunteer Firefighter Recognition
Attachments: N/A

Mayor and Council:

In November of each year the fire department holds its annual Awards/Appreciation Banquet.

This year with the COVID-19 pandemic the banquet had to be cancelled.

I would ask that Council take a moment for the following:

To thank our volunteer firefighters and their families for their continued commitment and service this past year;

To thank employers for the part they play by allowing staff to leave the workplace in order to attend emergencies; and

To recognize those volunteers who have reach 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.

Thank you.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

Steve Langford
Fire Chief

"Original signed by"

Christopher W. Oslund
City Manager

Subject: Appointment of Volunteer Firefighters **Report No.:** PPP-012-2020
Agenda Date: December 1, 2020

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-012-2020; and
2. 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*.

Background

In an effort to fill vacancies within the department at Station #3 and to help ensure adequate staffing levels are maintained, the Department is seeking to fill a Volunteer Firefighter's positions at Station #3.

Analysis

Section 4.02 of Schedule "A" to By-law 2008-030, being the Fire Department Establishing and Regulating By-law for the Temiskaming Shores Fire Department, states that for the purposes of ensuring adequate staffing, twenty (20) shall be used as a guideline for the minimum number of firefighters per District Station and in no case shall the number of firefighters per District Station exceed twenty-five (25).

Based on the identified need to fill vacancies at Station #3 an interview with the candidate was conducted by the Station Officers' and the Fire Chief. Subsequently a recommendation from the District Chief of Station #3 was provided to the Fire Chief requesting consideration of the appointment of MJ Hoyle as a Volunteer Firefighters to the Temiskaming Shores Fire Department.

The candidate being recommended has demonstrated a strong desire to be a member of the Temiskaming Shores Fire Department team. This coupled with work experience and previous experience in the fire service makes him an excellent candidate for the position he is being recommended for.

Based on the above, I am pleased to recommend MJ Hoyle as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the Recruitment and Retention Program.

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 ☐

Financial implications include the provision of appropriate Volunteer Firefighter Honorariums which have been included in the 2021 Fire and Emergency Management Services Operational Budget. All costs associated with the appointment would include the provision of dress uniforms and protective equipment that would be drawn from the fire departments operational budget.

Staffing implications associated with the proposed appointment are limited to normal administrative functions and duties, and the requirement to fill vacant positions within the fire department. Adequate staffing levels are established based on availability and the ability of fire department personnel to respond.

Current fire station staffing levels are as follows:

- 23 members Station #1.
- 22 members Station #2, and
- 23 members Station #3.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original Signed By”

“Original Signed By”

Steve Langford
Fire Chief

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Mitch Lafreniere
Date: December 1, 2020
Subject: Speed Limit Sign Changes
Attachments: Letter from Local Resident - Melanie Ducharme
Letter from Local Resident – Caroline Nadeau

Mayor and Council:

This memo is to advise that City Staff with guidelines from the Ministry of Transportation have removed all “speed limit increase ahead” signs within the municipality’s city limits.

After receiving a letter from a concerned local resident, an investigation by staff found that a maximum speed ahead sign should not be used when the speed limit increases. The Maximum speed sign must be used to warn motorists of a posted speed reduction of 20 km/h or more, but not when the speed is to increase.

In order to be proactive, city staff made the decision to proceed with removal of all these signs prior to the letter from the local resident being discussed at a regular council meeting which was specific to Lakeshore Road.

Prepared by:

Reviewed and submitted for
Council’s consideration by:

Mitch Lafreniere
Manager of Transportation Services

Christopher W. Oslund
City Manager

Melanie Ducharme

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

City of Temiskaming Shores
P.O. Box 2050
Haileybury, ON
P0J 1K0

Dear Mayor and Council

Re: Removal of 80 zone ahead sign in the southbound lane of Lakeshore Road North

As a resident of Lakeshore Road North, I would like to request the removal of the "80 zone ahead" sign in the southbound lane across from 509 Lakeshore Road.

Having recently moved back to this area of Lakeshore Road North I have become aware of the ongoing issue of speeding in the neighbourhood south of the soccer fields and skate park. The many incidents of street racing, cars aiming for the bollards on the bike path and even a neighbourhood dog being killed by an accelerating pickup truck have made me realize how significant the problem of speeding is.

A few facts about this neighbourhood:

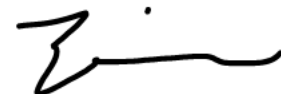
- An increase in the number of driveways and families that live along Lakeshore Road
- The addition of the STATO trail and increased usage by many different community members
- At least six school bus stops between Radley Hill Road and the Beach Gardens park and many more further south
- Many seniors who use the sidewalks and bike trail for daily exercise

The efforts of the OPP to patrol this area through the fall have been noticed and appreciated but unfortunately targeted enforcement like this is not sustainable. As a long-term solution, I believe council, along with commuters and residents should evaluate possible evidence-based changes to the roadway to make it safer.

In the short-term, an easy, zero-cost strategy is to remove the "80 zone ahead" sign in the southbound lane near 509 Lakeshore Road North. We believe this will reduce the tendency of cars to accelerate before reaching the 80 km/hour zone south of Radley Hill Road and improve safety in a small section of this roadway.

Thank you for your consideration.

Warm regards,



Melanie Ducharme

November 17, 2020

City of Temiskaming Shores
P.O. Box 2050
Haileybury, On P0J 1K0

Dear Mayor and Council

Re: 80 Km. ZONE AHEAD-SIGN.
Located before Radley's Hill Road
SOUTH BOUND LANES

Many changes have taken place since I
moved to 503 Lakeshore Rd. N. (35 YRS.)
in New Liskeard.

My concern is the ongoing Speeding vehicles
coming INTO and OUT of our city (New
Liskeard)

Your consideration and Input to Review
and Remove, Lower OR CHANGE these signs
(80 Km ZONE AHEAD) or where it applies.

Speeding begins at our Soccer field
accelerating to the official 80 Km ahead sign.
It is a speedway.

(2)

Children, seniors, bikers are at risk with this ongoing issue.

Please feel free to come into or out of our home to observe.

This issue applies to vehicles, trucks, commercial as well, Noise level as well.

Thanking you for your time.

Sincerely

Caroline Nadeau



copy to: Melanie Aquino-Ducharme.

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: December 1, 2020
Subject: ICIP COVID-19 Resilience Infrastructure Stream
Attachments: None

Mayor and Council:

The Government of Canada and the Province of Ontario recently announced the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream. This funding stream is open all municipalities within the Province of Ontario and is currently accepting applications. Applications are being reviewed immediately upon submission to expedite the review process.

The City of Temiskaming Shores has the ability to submit a grant request for one project valued at no more than \$100,000 towards this funding stream. If successful, the entire project will be funded by the provincial and federal governments with no percentage of matching funds by the City of Temiskaming Shores necessary. Construction would need to be completed by December 31, 2021.

Senior staff have reviewed the program guidelines and are proposing to submit a funding request for an extension of the STATO trail from City Hall to Albert Street along Farr Drive. This project has been estimated at approximately \$90,000 and will complete a missing link within our trail network at no cost to the city.

Staff are recommending that Council approve a funding application to the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake.

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

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: December 1, 2020
Subject: Inclusive Community Grants
Attachments: None

Mayor and Council:

The Province of Ontario and the Ministry for Seniors and Accessibility (MSAA) recently began accepting applications for their Inclusive Community Grants (ICG)

The purpose of the ICG is to promote the development of communities across Ontario that support healthy and active aging, help older adults be safe and secure and age at home and in community, respond to the needs of older adults in the labour force, and support social engagement. In short, the ICG aims to create “Age-Friendly Communities” (AFCs).

The City of Temiskaming Shores has already completed tremendous work in establishing ourselves as an Age Friendly Community. The City has already completed an Age Friendly Community Plan and completed an update to our Age Friendly Progress Report this year.

Project proposals are being accepted for projects up to \$60,000 in value with 100% of the project costs being funded by the Province of Ontario.

Staff have reviewed the grant guidelines and are proposing to submit a funding request for a wayfinding project for the City of Temiskaming Shores. The project would establish various wayfinding signs throughout the city as well as throughout our trails system. This wayfinding signage would assist members of the public in finding attractions, points-of-interest and businesses throughout the community.

This proposal would assist in meeting various goals within the City’s Age Friendly Community Plan and is also a recommendation within the Recreation Master Plan.

The project would need to be completed by March 31, 2022.

Staff are recommending that Council approve a funding application to the Inclusive Community Grants program funded by the Province of Ontario.

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

Subject: Site Plan Agreement: RK. Breau Development Inc.

Agenda Date: December 1, 2020

Report No.: CS-048-2020

Attachments

Appendix 01: Draft by-law to enter into Site Plan Agreement (**Please refer to By-law No. 2020-122**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-048-2020; and
2. 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.

Background

RK Developments Inc. are continuing their work in regards to the development of multi residential units on the Roland Road/Raymond Street property. In accordance with By-law 2018-097 being a by-law to designate the City of Temiskaming Shores as a Site Plan Control Area, a Site Plan Control Agreement is required.

RK Breau Development Inc. applied to the City for a site plan agreement to move toward obtaining the Building Permit for the development on October 30, 2020.

Analysis

All departments were circulated the Site Plan Control Application as well as the Site Plan. No concerns with the development were noted.

Due to the location of the property and the drainage patterns in the area the Ministry of Transportation must be circulated the application for their review and comment. The following comments were received on November 27th, 2020.

“The Ministry of Transportation (MTO) has no objection to the proposal. As the property is within the MTO permit control area MTO permits will be required. The following should be noted in the decision and the proponent made aware:

- *A MTO building/land use permit is required prior to the construction of any proposed buildings, septic systems, wells etc. located within 45m of the MTO right-of-way (ROW) limits or within a 395m radius of intersections along Highway 11.*

- MTO Sign permit(s) are required for the placement of any signs within 400 m of the limit of the highway.
- Prior to this issuance of MTO permits Stormwater Management plan will be required for MTO review and approval. Additional information can be obtained online at <http://www.mto.gov.on.ca/english/publications/drainage/stormwater/>.
- MTO permits can be obtained by applying online at <https://www.hcms.mto.gov.on.ca/>.
- The applicant should contact Natalie Dugas, Corridor Management Officer, at our New Liskeard office by e-mail at Natalie.Dugas@ontario.ca for further information with respect to MTO permit and setback requirements.

It is the understanding of the ministry that all access to the development will be via side roads and a minimum of 85m from the Highway 11/ Roland Road intersection. As such MTO Entrance Permits will not be required at this time.

It is the understanding of the ministry, as provided in an email from the City of Temiskaming Shores dated August 28, 2019, that no area or architectural will be included as part of the development visible from the highway. As such an Illumination Plan will not be required at this time. However, please note that following the granting of a permit, if it is determined that light glare from the installation adversely affects the travelling public, the developer will be required to address the problem at their expense, and to the satisfaction of the ministry.

As the property was considered in the Grant Drive Traffic Study, a Traffic Study or Statement will not be required at this time. However, as the traffic volumes from this development are a contributor to the instillation of the highway improvements recommended in the Grant Drive Traffic Study, the city may wish to consider having the proponent shoulder an appropriate share of cost of improvements."

Based on the above comments, a Storm Water Management Plan is required by MTO prior to any permit being granted for the development. RK Breau Development has requested that infrastructure work begin (entranceway, road work and parking, sewer and water connection) to allow an earlier spring start to the project prior to the approval of a Storm Water Management Plan. MTO has granted that approval in an email dated November 30th, 2020.

"Please accept this e-mail as approval to start the site preparation (roads, parking, sewer, water, etc) for the proposed development. Approval is based on the information submitted to the Ministry.

However, no construction of the Dymond Square Development can be started until the permits have been approved and issued by the Ministry."

Once the Storm Water Management Plan is approved, it will be included in the Site Plan Control Agreement as Appendix 10.

The Temiskaming Shores Accessibility Committee's meeting is scheduled for December 9th, 2020 where they will have the opportunity to review and comment on the plan. RK Breau Development Inc. has included the required two (2) accessible parking spots in accordance with By-law 2012-101 (Traffic and Parking).

Based on estimates provided by the contractor's engineer, security in the amount of \$100,230 will be required to be posted with the City prior to the issuance of a building permit. The security ensures that the on-site and off-site works are completed in accordance with the approved Site Plan and the agreement.

Staff recommends that Council adopt a by-law to enter into a Site Plan Agreement with RK Breau Development Inc. The agreement will be registered on title to the property at the owner's expense.

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 Zubycck
Director of Corporate Services

Christopher W. Oslund
City Manager

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NUMBER 2020-116

A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$1,695,000.00 TOWARDS THE COST OF NEW LISKEARD LIBRARY RELOCATION

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law authorizing the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), and authorizing the entering into of a Financing Agreement dated effective as of June 13, 2019 for the provision of temporary and long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) (the “**Financing Agreement**”) and the Municipality entered into a Financing Agreement dated effective as of June 13, 2019 for the provision of long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) (the “**Financing Agreement**”) and desires to issue debentures for the Capital Work(s) in the amount(s) specified in column (5) of Schedule “A”;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), by the Local Planning Appeal Tribunal pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long-term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the “**Application**”) and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement (if any), it is now deemed to be expedient to borrow money by the issue of serial debentures in the principal amount of \$1,695,000.00 dated December 15, 2020 and maturing on December 15, 2040, and payable in quarterly instalments of combined principal and interest on the fifteenth day of March, the fifteenth day of June, the fifteenth day of September and the fifteenth day of December in each of the years 2021 to 2040, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The City of Temiskaming Shores ENACTS AS FOLLOWS:

1. The submitting of the Application and the execution and delivery of the Financing Agreement by the Municipality are hereby confirmed, ratified and approved. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$1,695,000.00 and the issue of serial debentures therefor to be repaid in quarterly instalments of combined of principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$1,695,000.00 (the “**Debentures**”). The Debentures shall bear the Municipality’s municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$1,695,000.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule “B” hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.

5. The Debentures shall all be dated December 15, 2020, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 2.02% per annum and mature during a period of 20 year(s) years from the date thereof payable quarterly in arrears as described in this section. The Debentures shall be paid in full by December 15, 2040 and be payable in quarterly instalments of combined equal principal and diminishing interest amounts on the fifteenth day of March, the fifteenth day of June, the fifteenth day of September and the fifteenth day of December in each of the years 2021 to 2040, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").
6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"Prime Rate" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of quarterly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment of principal, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the

Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.

9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously

or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder in accordance with the provisions of the Financing Agreement.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.

19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 1st day of December, 2020 .

By-law read a third time and finally passed 1st day of December, 2020 .

Carman Kidd
Mayor

Logan Belanger
Clerk

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "A" to By-law Number 2020-116

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2019-072	New Liskeard Library Relocation	\$1,700,000.00	\$0.00	1,695,000.00	20 year(s)

Schedule "B" to By-law Number 2020-116

No. 2020-116

1,695,000.00

C A N A D A
Province of Ontario

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

FULLY REGISTERED 2.02% SERIAL DEBENTURE

The Corporation of The City of Temiskaming Shores (the "**Municipality**"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("**OILC**")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "**Conditions**"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (December 15, 2040), the principal amount of

ONE MILLION SIX HUNDRED NINETY FIVE THOUSAND DOLLARS

----- ((\$1,695,000.00) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the fifteenth day of March, the fifteenth day of June, the fifteenth day of September and the fifteenth day of December in each of the years 2021 to 2040, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the "**Amortization Schedule**") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (December 15, 2020), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.02% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "**OILC Act, 2011**") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 15th day of December, 2020.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2020-116 of the Municipality duly passed on 1st day of December, 2020 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: December 15, 2020

Carman Kidd, Mayor

(Seal)

Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$1,695,000.00 dated December 15, 2020 and maturing on December 15, 2040 in quarterly instalments of combined equal principal and diminishing interest amounts on the fifteenth day of March, the fifteenth day of June, the fifteenth day of September and the fifteenth day of December in each of the years 2021 to 2040, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

December 15, 2020

Kemp Pirie Crombeen [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on March 15, 2021 and ending on December 15, 2040, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which

is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "C" to By-law Number 2020-116

Name.....: Temiskaming Shores, The Corporation of The City of

Principal: 1,695,000.00

Rate.....: 02.0200

Matures...: 12/15/2040

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	03/15/2021	29,629.99	21,187.50	8,442.49	1,673,812.50
2	06/15/2021	29,709.73	21,187.50	8,522.23	1,652,625.00
3	09/15/2021	29,601.85	21,187.50	8,414.35	1,631,437.50
4	12/15/2021	29,403.69	21,187.50	8,216.19	1,610,250.00
5	03/15/2022	29,207.87	21,187.50	8,020.37	1,589,062.50
6	06/15/2022	29,278.22	21,187.50	8,090.72	1,567,875.00
7	09/15/2022	29,170.35	21,187.50	7,982.85	1,546,687.50
8	12/15/2022	28,976.87	21,187.50	7,789.37	1,525,500.00
9	03/15/2023	28,785.74	21,187.50	7,598.24	1,504,312.50
10	06/15/2023	28,846.72	21,187.50	7,659.22	1,483,125.00
11	09/15/2023	28,738.84	21,187.50	7,551.34	1,461,937.50
12	12/15/2023	28,550.06	21,187.50	7,362.56	1,440,750.00
13	03/15/2024	28,443.35	21,187.50	7,255.85	1,419,562.50
14	06/15/2024	28,415.21	21,187.50	7,227.71	1,398,375.00
15	09/15/2024	28,307.34	21,187.50	7,119.84	1,377,187.50
16	12/15/2024	28,123.24	21,187.50	6,935.74	1,356,000.00
17	03/15/2025	27,941.49	21,187.50	6,753.99	1,334,812.50
18	06/15/2025	27,983.71	21,187.50	6,796.21	1,313,625.00
19	09/15/2025	27,875.83	21,187.50	6,688.33	1,292,437.50
20	12/15/2025	27,696.43	21,187.50	6,508.93	1,271,250.00
21	03/15/2026	27,519.37	21,187.50	6,331.87	1,250,062.50
22	06/15/2026	27,552.20	21,187.50	6,364.70	1,228,875.00
23	09/15/2026	27,444.33	21,187.50	6,256.83	1,207,687.50
24	12/15/2026	27,269.61	21,187.50	6,082.11	1,186,500.00
25	03/15/2027	27,097.25	21,187.50	5,909.75	1,165,312.50
26	06/15/2027	27,120.70	21,187.50	5,933.20	1,144,125.00
27	09/15/2027	27,012.82	21,187.50	5,825.32	1,122,937.50
28	12/15/2027	26,842.80	21,187.50	5,655.30	1,101,750.00
29	03/15/2028	26,736.09	21,187.50	5,548.59	1,080,562.50
30	06/15/2028	26,689.19	21,187.50	5,501.69	1,059,375.00
31	09/15/2028	26,581.32	21,187.50	5,393.82	1,038,187.50
32	12/15/2028	26,415.98	21,187.50	5,228.48	1,017,000.00
33	03/15/2029	26,253.00	21,187.50	5,065.50	995,812.50
34	06/15/2029	26,257.69	21,187.50	5,070.19	974,625.00
35	09/15/2029	26,149.81	21,187.50	4,962.31	953,437.50
36	12/15/2029	25,989.17	21,187.50	4,801.67	932,250.00

37	03/15/2030	25,830.87	21,187.50	4,643.37	911,062.50
38	06/15/2030	25,826.18	21,187.50	4,638.68	889,875.00
39	09/15/2030	25,718.30	21,187.50	4,530.80	868,687.50
40	12/15/2030	25,562.35	21,187.50	4,374.85	847,500.00
41	03/15/2031	25,408.75	21,187.50	4,221.25	826,312.50
42	06/15/2031	25,394.68	21,187.50	4,207.18	805,125.00
43	09/15/2031	25,286.80	21,187.50	4,099.30	783,937.50
44	12/15/2031	25,135.54	21,187.50	3,948.04	762,750.00
45	03/15/2032	25,028.83	21,187.50	3,841.33	741,562.50
46	06/15/2032	24,963.17	21,187.50	3,775.67	720,375.00
47	09/15/2032	24,855.29	21,187.50	3,667.79	699,187.50
48	12/15/2032	24,708.72	21,187.50	3,521.22	678,000.00
49	03/15/2033	24,564.50	21,187.50	3,377.00	656,812.50
50	06/15/2033	24,531.67	21,187.50	3,344.17	635,625.00
51	09/15/2033	24,423.79	21,187.50	3,236.29	614,437.50
52	12/15/2033	24,281.91	21,187.50	3,094.41	593,250.00
53	03/15/2034	24,142.37	21,187.50	2,954.87	572,062.50
54	06/15/2034	24,100.16	21,187.50	2,912.66	550,875.00
55	09/15/2034	23,992.28	21,187.50	2,804.78	529,687.50
56	12/15/2034	23,855.09	21,187.50	2,667.59	508,500.00
57	03/15/2035	23,720.25	21,187.50	2,532.75	487,312.50
58	06/15/2035	23,668.65	21,187.50	2,481.15	466,125.00
59	09/15/2035	23,560.78	21,187.50	2,373.28	444,937.50
60	12/15/2035	23,428.28	21,187.50	2,240.78	423,750.00
61	03/15/2036	23,321.57	21,187.50	2,134.07	402,562.50
62	06/15/2036	23,237.15	21,187.50	2,049.65	381,375.00
63	09/15/2036	23,129.27	21,187.50	1,941.77	360,187.50
64	12/15/2036	23,001.46	21,187.50	1,813.96	339,000.00
65	03/15/2037	22,876.00	21,187.50	1,688.50	317,812.50
66	06/15/2037	22,805.64	21,187.50	1,618.14	296,625.00
67	09/15/2037	22,697.77	21,187.50	1,510.27	275,437.50
68	12/15/2037	22,574.65	21,187.50	1,387.15	254,250.00
69	03/15/2038	22,453.87	21,187.50	1,266.37	233,062.50
70	06/15/2038	22,374.14	21,187.50	1,186.64	211,875.00
71	09/15/2038	22,266.26	21,187.50	1,078.76	190,687.50
72	12/15/2038	22,147.83	21,187.50	960.33	169,500.00
73	03/15/2039	22,031.75	21,187.50	844.25	148,312.50
74	06/15/2039	21,942.63	21,187.50	755.13	127,125.00
75	09/15/2039	21,834.76	21,187.50	647.26	105,937.50
76	12/15/2039	21,721.02	21,187.50	533.52	84,750.00
77	03/15/2040	21,614.31	21,187.50	426.81	63,562.50
78	06/15/2040	21,511.13	21,187.50	323.63	42,375.00
79	09/15/2040	21,403.25	21,187.50	215.75	21,187.50
80	12/15/2040	21,294.20	21,187.50	106.70	0.00

2,041,845.73 1,695,000.00 346,845.73

No. 2020-116

\$1,695,000.00

C A N A D A
Province of Ontario
The Corporation of The City of Temiskaming Shores

FULLY REGISTERED INTEREST RATE 2.02% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “Conditions”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture ((December 15, 2040), the principal amount of

ONE MILLION SIX HUNDRED NINETY FIVE THOUSAND DOLLARS

----- (\$1,695,000.00) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the fifteenth day of March, the fifteenth day of June, the fifteenth day of September and the fifteenth day of December in each of the years 2021 to 2040, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (December 15, 2020), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.02% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 15th day of December, 2020

IN TESTIMONY WHEREOF and under the authority of By-law Number 2020-116 of the Municipality duly passed on the 1st day of December, 2020 (the “By-law”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: December 15, 2020

Carman Kidd, Mayor

(Seal) _____
Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____ by: _____
Authorized Signing Officer Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$1,695,000.00 dated December 15, 2020 and maturing on December 15, 2040 in quarterly instalments of combined equal principal and diminishing interest amounts on the fifteenth day of March, the fifteenth day of June, the fifteenth day of September and the fifteenth day of December, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

December 15, 2020

Kemp Pirie Crombeen [no signature required]

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on March 15, 2021 and ending on December 15, 2040, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which

is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

Name.....: Temiskaming Shores, The Corporation of The City of
Principal: 1,695,000.00
Rate.....: 02.0200
Matures...: 12/15/2040

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	03/15/2021	29,629.99	21,187.50	8,442.49	1,673,812.50
2	06/15/2021	29,709.73	21,187.50	8,522.23	1,652,625.00
3	09/15/2021	29,601.85	21,187.50	8,414.35	1,631,437.50
4	12/15/2021	29,403.69	21,187.50	8,216.19	1,610,250.00
5	03/15/2022	29,207.87	21,187.50	8,020.37	1,589,062.50
6	06/15/2022	29,278.22	21,187.50	8,090.72	1,567,875.00
7	09/15/2022	29,170.35	21,187.50	7,982.85	1,546,687.50
8	12/15/2022	28,976.87	21,187.50	7,789.37	1,525,500.00
9	03/15/2023	28,785.74	21,187.50	7,598.24	1,504,312.50
10	06/15/2023	28,846.72	21,187.50	7,659.22	1,483,125.00
11	09/15/2023	28,738.84	21,187.50	7,551.34	1,461,937.50
12	12/15/2023	28,550.06	21,187.50	7,362.56	1,440,750.00
13	03/15/2024	28,443.35	21,187.50	7,255.85	1,419,562.50
14	06/15/2024	28,415.21	21,187.50	7,227.71	1,398,375.00
15	09/15/2024	28,307.34	21,187.50	7,119.84	1,377,187.50
16	12/15/2024	28,123.24	21,187.50	6,935.74	1,356,000.00
17	03/15/2025	27,941.49	21,187.50	6,753.99	1,334,812.50
18	06/15/2025	27,983.71	21,187.50	6,796.21	1,313,625.00
19	09/15/2025	27,875.83	21,187.50	6,688.33	1,292,437.50
20	12/15/2025	27,696.43	21,187.50	6,508.93	1,271,250.00
21	03/15/2026	27,519.37	21,187.50	6,331.87	1,250,062.50
22	06/15/2026	27,552.20	21,187.50	6,364.70	1,228,875.00
23	09/15/2026	27,444.33	21,187.50	6,256.83	1,207,687.50
24	12/15/2026	27,269.61	21,187.50	6,082.11	1,186,500.00
25	03/15/2027	27,097.25	21,187.50	5,909.75	1,165,312.50
26	06/15/2027	27,120.70	21,187.50	5,933.20	1,144,125.00
27	09/15/2027	27,012.82	21,187.50	5,825.32	1,122,937.50
28	12/15/2027	26,842.80	21,187.50	5,655.30	1,101,750.00
29	03/15/2028	26,736.09	21,187.50	5,548.59	1,080,562.50
30	06/15/2028	26,689.19	21,187.50	5,501.69	1,059,375.00
31	09/15/2028	26,581.32	21,187.50	5,393.82	1,038,187.50
32	12/15/2028	26,415.98	21,187.50	5,228.48	1,017,000.00
33	03/15/2029	26,253.00	21,187.50	5,065.50	995,812.50
34	06/15/2029	26,257.69	21,187.50	5,070.19	974,625.00
35	09/15/2029	26,149.81	21,187.50	4,962.31	953,437.50
36	12/15/2029	25,989.17	21,187.50	4,801.67	932,250.00
37	03/15/2030	25,830.87	21,187.50	4,643.37	911,062.50
38	06/15/2030	25,826.18	21,187.50	4,638.68	889,875.00
39	09/15/2030	25,718.30	21,187.50	4,530.80	868,687.50
40	12/15/2030	25,562.35	21,187.50	4,374.85	847,500.00
41	03/15/2031	25,408.75	21,187.50	4,221.25	826,312.50
42	06/15/2031	25,394.68	21,187.50	4,207.18	805,125.00

43	09/15/2031	25,286.80	21,187.50	4,099.30	783,937.50
44	12/15/2031	25,135.54	21,187.50	3,948.04	762,750.00
45	03/15/2032	25,028.83	21,187.50	3,841.33	741,562.50
46	06/15/2032	24,963.17	21,187.50	3,775.67	720,375.00
47	09/15/2032	24,855.29	21,187.50	3,667.79	699,187.50
48	12/15/2032	24,708.72	21,187.50	3,521.22	678,000.00
49	03/15/2033	24,564.50	21,187.50	3,377.00	656,812.50
50	06/15/2033	24,531.67	21,187.50	3,344.17	635,625.00
51	09/15/2033	24,423.79	21,187.50	3,236.29	614,437.50
52	12/15/2033	24,281.91	21,187.50	3,094.41	593,250.00
53	03/15/2034	24,142.37	21,187.50	2,954.87	572,062.50
54	06/15/2034	24,100.16	21,187.50	2,912.66	550,875.00
55	09/15/2034	23,992.28	21,187.50	2,804.78	529,687.50
56	12/15/2034	23,855.09	21,187.50	2,667.59	508,500.00
57	03/15/2035	23,720.25	21,187.50	2,532.75	487,312.50
58	06/15/2035	23,668.65	21,187.50	2,481.15	466,125.00
59	09/15/2035	23,560.78	21,187.50	2,373.28	444,937.50
60	12/15/2035	23,428.28	21,187.50	2,240.78	423,750.00
61	03/15/2036	23,321.57	21,187.50	2,134.07	402,562.50
62	06/15/2036	23,237.15	21,187.50	2,049.65	381,375.00
63	09/15/2036	23,129.27	21,187.50	1,941.77	360,187.50
64	12/15/2036	23,001.46	21,187.50	1,813.96	339,000.00
65	03/15/2037	22,876.00	21,187.50	1,688.50	317,812.50
66	06/15/2037	22,805.64	21,187.50	1,618.14	296,625.00
67	09/15/2037	22,697.77	21,187.50	1,510.27	275,437.50
68	12/15/2037	22,574.65	21,187.50	1,387.15	254,250.00
69	03/15/2038	22,453.87	21,187.50	1,266.37	233,062.50
70	06/15/2038	22,374.14	21,187.50	1,186.64	211,875.00
71	09/15/2038	22,266.26	21,187.50	1,078.76	190,687.50
72	12/15/2038	22,147.83	21,187.50	960.33	169,500.00
73	03/15/2039	22,031.75	21,187.50	844.25	148,312.50
74	06/15/2039	21,942.63	21,187.50	755.13	127,125.00
75	09/15/2039	21,834.76	21,187.50	647.26	105,937.50
76	12/15/2039	21,721.02	21,187.50	533.52	84,750.00
77	03/15/2040	21,614.31	21,187.50	426.81	63,562.50
78	06/15/2040	21,511.13	21,187.50	323.63	42,375.00
79	09/15/2040	21,403.25	21,187.50	215.75	21,187.50
80	12/15/2040	21,294.20	21,187.50	106.70	0.00

2,041,845.73 1,695,000.00 346,845.73

CERTIFICATE OF THE CLERK

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 20 year(s), 2.02% serial debenture of The Corporation of The City of Temiskaming Shores (the "**Municipality**") in the principal amount of \$1,695,000.00, authorized by Debenture By-law Number 2020-116 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Logan Belanger, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the December 01, 2020 in full compliance with the *Municipal Act, 2001*, as amended (the "**Act**") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule "A" to the Debenture By-law (the "**Authorizing By-law(s)**") have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the "**Regulation**"). Accordingly, based on the Treasurer's calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule "A" (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect.
5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.

8. The Municipality is not subject to any restructuring order under part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the municipality.

9. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at The Corporation of The City of Temiskaming Shores as at the 15th day of December, 2020

[AFFIX SEAL]

Logan Belanger, Clerk

CERTIFICATE OF THE TREASURER

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 20 year(s), 2.02% serial debenture of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) in the principal amount of \$1,695,000.00, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2020-116 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule “A” to the Debenture By-law.

This Certificate is issued pursuant to the financing agreement between OILC and the Municipality effective the 13th day of June, 2019 (the “**Financing Agreement**”). Capitalized terms used herein and defined in the Financing Agreement have the meanings ascribed to them in the Financing Agreement.

I, Laura Lee MacLeod, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality authorized the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the “**Regulation**”). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council’s approval. Based on the Treasurer’s determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit for 2019¹.

¹ Year of the most recent limit (ARL) received from MMA

4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.
5. Any issues that were raised in any audit conducted under paragraph 16 (a) of the Financing Agreement have been resolved to the satisfaction of OILC in its sole discretion and/or OILC has not required an audit under paragraph 16 (a) of the Financing Agreement or such audit is not ongoing.
6. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).
7. The principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work and does not exceed the Committed Amount for such Capital Work(s).
8. Expenditures on the Capital Work(s) have been made or will be made in an amount that does not exceed the Committed Amount for such Capital Work(s), if OILC, in its sole discretion, has agreed to purchase the debentures to be issued pursuant to the Debenture By-law prior to making any Advance or prior to the expenditure of all or any portion of the Committed Amount on the Capital Work(s).
9. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.
10. As of the date hereof none of the events specified in paragraph 12(c) of the Financing Agreement have occurred or are continuing.
11. On or before December 15, 2020, I as Treasurer, signed the fully registered serial debenture numbered 2020-116 in the principal amount of \$1,695,000.00 dated December 15, 2020, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").
12. On or before December 15, 2020, the OILC Debenture was signed by Carman Kidd, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.
13. The said Carman Kidd,, is the duly Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the

Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

14. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no Mayor or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

15. The representations and warranties of the Municipality set out in paragraph 2 of the Financing Agreement were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such Financing Agreement.

DATED at The Corporation of The City of Temiskaming Shores as at the 15th day of December, 2020.

[AFFIX SEAL]

Laura Lee MacLeod, Treasurer

I, Logan Belanger, Clerk of the Municipality do hereby certify that the signature of Laura Lee MacLeod, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

Logan Belanger
Clerk

The Corporation of the City of Temiskaming Shores

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

Whereas the City of Temiskaming Shores entered into an agreement with the Minister of Community Safety and Correctional Services for the provision of policing services for the entire City of Temiskaming Shores as authorized by By-law No. 2015-032; and

Whereas the said agreement is to expire on December 31, 2020, however the Ministry of the Solicitor General has implemented a new billing model;

Whereas the Temiskaming Shores Police Services Board has reviewed the new billing model and has advised the Ministry that the Police Services Board is interested in entering into a new Municipal Policing Contract under the new billing model; and

Whereas under Section 4 (1) of the Police Services Act, R.S.O. 1990, c.P. 15, as amended, the Municipality is required to provide adequate and effective police services in accordance with its needs; and

Whereas under Section 5 of the Police Services Act, R.S.O. 1990, c.P. 15, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with Ontario under Section 10 of the Act; and

Whereas Council considered Memo No. 021-2020-CS at the December 1, 2020, Regular Council meeting and directed staff to prepare the necessary by-law to enter into a five-year agreement with the Ministry of the Solicitor General for the provision of Police Services, for consideration at the December 1, 2020 regular Council meeting;

Now therefore the Council for the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council for the City of Temiskaming Shores hereby authorizes a five-year Agreement with the Ministry of the Solicitor General for the provision of Police Services with the Ontario Provincial Police, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Mayor and Clerk are hereby authorized to execute such Agreement and Affix the Corporate Seal thereto;
3. That this By-law will come into full force and effect on January 1, 2021.

Read a first, second and third time and finally passed this 1st day of December, 2020.

Mayor – Carman Kidd

Clerk – Logan Belanger



Schedule “A” to

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

The term of this Agreement is effective as of the 01 day of January 2021.

**AGREEMENT FOR THE PROVISION OF POLICE SERVICES
UNDER SECTION 10 OF THE *POLICE SERVICES ACT*, R.S.O. 1990, c. P.15, as am.**

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
SOLICITOR GENERAL**

("Ontario")

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(the "Municipality")

OF THE SECOND PART

RECITALS:

- (a) Under s. 4(1) of the *Police Services Act*, R.S.O. 1990, c. P.15, as am., the Municipality is required to provide adequate and effective police services in accordance with its needs;
- (b) Under s. 5 of the *Police Services Act*, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with the Solicitor General under s. 10 of the Act;
- (c) The Municipality has expressed its intent to provide police services, in pursuance of its responsibilities under s. 5 of the *Police Services Act*, by means of this Agreement, as evidenced by by-law number xxxxx, dated xxxxxx (attached as Schedule "A");
- (d) This Agreement reflects the intent of the parties to provide an adequate and effective level of police services for the Municipality as set out in the "Contract Policing Proposal," dated September 30, 2020 (attached as Schedule "B");

NOW THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The parties warrant that the recitals are true.

Definitions

2. In this Agreement:

- (a) "Annual Billing Statement" means a statement prepared by Ontario and submitted to the Municipality for review and approval which contains:
 - (i) the Municipality's policing costs for the year following the year in which the statement is prepared, based on an estimate of salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable); and
 - (ii) a year-end adjustment reconciling salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable) costs to those billed for the preceding year.
- (b) "Board" means City of Temiskaming Shores Police Services Board.
- (c) "Commissioner" means the Commissioner of the O.P.P.
- (d) "Detachment Commander" means the O.P.P. officer in charge of Temiskaming Detachment.

General Provisions

- 3. Ontario shall provide adequate and effective police services in accordance with the needs of the Municipality in compliance with the terms and conditions of the Agreement. The Municipality shall pay Ontario for the police services provided under this Agreement in accordance with this Agreement.
- 4. The Commissioner shall ensure that the Detachment Commander responds appropriately to the Board's objectives and priorities for police services, developed after consultation with the Detachment Commander, pursuant to s. 10(9)(b) of the *Police Services Act*.
- 5. The Commissioner shall cause the Detachment Commander or his or her designate to report to the Board at mutually agreed upon intervals in accordance with the *Police Services Act* regarding the provision of police services in and for the Municipality. The O.P.P. will determine the information to be contained in the reports and the format in which they will be provided.
- 6. (a) For the purposes of s. 10(6) of the *Police Services Act*, the O.P.P. shall provide police services to the Municipality, including the enforcement of mutually agreed upon by-laws. The parties shall review this part of the agreement annually, with a view to revising or updating the list of by-laws requiring O.P.P. enforcement.

- (b) Any by-law violations in relation to; building codes, or animal control will not form part of this agreement.
7. The parties agree that sections 132 and 133 of the *Police Services Act* will be applied as if the Temiskaming Detachment of the O.P.P. was a municipal police force, and as if the Detachment Commander was a Chief of Police.

Service Levels

8. (a) Ontario shall cause the Commissioner to assign police officers and other persons to duties relating to the police services in and for the Municipality so as to provide the municipality adequate and effective policing services.
- (b) Where the Municipality receives dedicated enhancement positions, it shall be responsible for all costs associated with those dedicated resources. In the event that the Municipality decides to reduce the number of enhancement positions, it shall provide Ontario with at least one year's prior written notice and shall be responsible for all costs associated with such reduction.

Liability of Ontario

9. The O.P.P. shall be liable for any damages that may arise as a result of any negligent acts or omissions of its members in the performance of this Agreement.

Provincial Services Usage

10. The O.P.P. as legislated by the *Police Services Act*, must be capable of providing provincial level response that can be mobilized for emergencies, disaster or specialized needs. The O.P.P. may meet this requirement by deploying resources that normally would be assigned to the Detachment that serves the Municipality. The O.P.P. shall ensure that in the event resources are deployed to a situation requiring provincial level response, appropriate resources remain available to the Detachment to provide adequate and effective policing to the Municipality. The use of O.P.P. officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

Equipment and Facilities

11. Ontario shall supply or cause to be supplied all vehicles and equipment reasonably necessary and appropriate for the use of the O.P.P. in providing police services under this Agreement.
12. The parties will enter into negotiations concerning the provision and payment of appropriate buildings and rental agreements, including, but not limited to, location, leasehold improvements, and capital costs, where applicable.

Adequacy Standards Regulation

13. The O.P.P. shall undertake and be responsible for ensuring that all mandatory standards of adequate and effective police services as required by *Ontario Regulation 3/99* under the *Police Services Act* are met and maintained.
14. The Detachment Commander shall provide the Board with reasonable documentation, as agreed upon between the Board and the O.P.P., to allow the Board to evaluate the services and satisfy itself that adequate and effective standards and policies are in place.
15. It shall be the responsibility of the Board to monitor the delivery of police services to ensure that the provisions of the *Ontario Regulation 3/99* under the *Police Services Act* are satisfied on an ongoing basis.

Cost of Police Services

16. (a) On or before October 01st in each year, Ontario shall prepare and deliver to the Municipality for review and approval, the Annual Billing Statement for the following year, together with sufficient documentation and information reasonably necessary to explain and support the billing.

(b) The Municipality shall review the Annual Billing Statement upon receipt and, within 90 days of such receipt, shall approve the Annual Billing Statement or deliver to Ontario a request to review the Annual Billing Statement.
17. (a) In the event that the Municipality fails to approve or request a review of the Annual Billing Statement within 90 days of receipt, the Municipality shall be deemed to have approved the Annual Billing Statement.

(b) In the event that the Municipality requests a review of the Annual Billing Statement as provided in this paragraph, the Annual Billing Statement shall be approved, or amended and approved in accordance with Section 18.
18. Where the Municipality has delivered to Ontario a request to review the Annual Billing Statement, Ontario shall carry it out expeditiously, and Ontario shall cooperate to permit such a review to be carried out. If the parties are unable to agree on the Annual Billing Statement, either party may submit the matter to the dispute resolution mechanisms set out in paragraphs 22 and 23. In the event that the Municipality delivers a request to review to Ontario, the Annual Billing Statement shall be deemed to apply during the period of review.
19. The Municipality shall make monthly installment payments to Ontario due no later than 30 days following receipt by the Municipality of each monthly invoice, each one being one twelfth of the Annual Billing Statement for that year. Any amounts which have become due and owing shall bear interest at the rate set by the Minister of Finance from time to time.

20. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Annual Billing Statement, and all such records shall be kept for a period of seven years. Ontario shall permit the Municipality, upon notice to Ontario, to examine all such records and books of account and conduct a review of the Annual Billing Statement.
21. Upon the approval or deemed approval of the Annual Billing Statement, as provided in this Agreement, adjustments shall be made in the amounts paid by the Municipality by installment so that (i) the total amount paid in respect of the preceding year is equal to the amount shown on the approved Annual Billing Statement and (ii) the installments for the year following the year in which the statement is prepared are each equal to one twelfth of the approved Annual Billing Statement. Any amounts payable by one party to the other shall be paid to the appropriate party in the remaining monthly billings for the year following the year in which the statement is prepared.

Dispute Resolution Mechanisms

22. (a) The provisions of this paragraph apply in the event of a dispute between the Municipality and Ontario concerning financial and related issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Financial Disputes”) or between the Board and the O.P.P. concerning policing issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Policing Disputes”).
 - (b) In the event that a dispute arises, the Detachment Commander, or representative, and the Municipality or the Board, as the case may be, or their representative, shall meet within 30 days of such dispute arising, and use all best good faith efforts to resolve the dispute.
 - (c) If the dispute remains unresolved, the Regional Commander, or representative, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
 - (d) If the dispute remains unresolved, the Commissioner, or Deputy Commissioner, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
 - (e) If a Financial Dispute remains unresolved, the issue may be referred to mediation by either party, and each party shall use all good faith efforts to resolve the dispute.
23. (a) Financial Disputes that cannot be resolved through any of the methods described within paragraph 22, may be referred to and settled by binding arbitration. The provisions of the *Arbitration Act, 1991* shall apply to any such arbitration, unless otherwise indicated below:
 - (i) The language of the arbitration shall be English.

- (ii) The place of the arbitration shall be the City of Temiskaming Shores.
 - (iii) Each party agrees that the arbitration shall be conducted in a summary manner to ensure a full hearing in a cost effective and efficient manner.
 - (iv) Each party shall make prompt full disclosure to the other and, subject to the availability of an arbitrator the arbitration shall be commenced within 30 days of the conclusion of the meeting with the Commissioner, or the mediator, if applicable.
 - (v) Each party shall be responsible for its own legal expenses and for an equal share of the fees and expenses of the arbitration and any other related expenses. Section 54 of the *Arbitration Act* shall not apply; the arbitrator shall have no right to make an award relating to costs.
 - (vi) The parties shall have no right of appeal to a final decision of an arbitrator.
- (b)** Policing Disputes shall not be subject to mediation or arbitration.
- (c)** Neither party shall be entitled to proceed to mediation or arbitration until all of the meetings referred to in paragraphs 22 have been held, and each party undertakes to exert all best good faith efforts to resolve the dispute in those meetings.
- (d)** Mediations or arbitrations of disputes conducted under this Agreement shall remain closed to the public. All parties to any dispute shall keep all details, admissions or communications made in the course of the dispute resolution process strictly confidential, nor shall such information be admissible in any legal proceeding, except as follows:
- (i) on consent of all parties;
 - (ii) as may be ordered by a court of competent jurisdiction;
 - (iii) the final decision of the arbitrator may be released.
- (e)** Each of the meetings outlined in paragraph 22 shall be commenced no earlier than 15 days, and concluded no more than 30 days, from the conclusion of the prior stage unless the parties otherwise agree.
- (f)** Notwithstanding any of the above provisions, nothing in this Agreement shall be construed so as to give the Municipality or the Board the right to alter any policy of the O.P.P. or the Ministry. Nothing in this Agreement shall be construed so as to give the Municipality or the Board, the right to supercede or vary the duties and obligations of the Solicitor General pursuant to s. 3(2) of the *Police Services Act*, or of the Commissioner pursuant to s. 17 and s. 41 of the *Police Services Act*, and further, the rights of the Municipality and the Board pursuant to the Agreement are subject to the Municipality's obligations under s. 4 of the *Police Services Act*.

Detachment Commander Selection

24. The Detachment Commander shall be selected from a short-listed pool of candidates as determined by the OPP in accordance with its relevant provincial policies. Following the formulation of the short-list, a joint committee consisting of Board members and persons nominated by the Commissioner, shall select the successful candidate in accordance with the process set out in the OPP's provincial policies.

Notice

25. Any notice, statement, invoice or account to be delivered or given by any of the below listed groups to any other of them shall be delivered to such groups using the delivery methods as listed below. Any notice, statement, invoice or account sent by mail shall be deemed to be received on the third day following the date of mailing unless shown to the contrary, and if sent by fax or by email, it shall be deemed to be received on the date it was sent. Any group may change its contact information by giving notice provided herein:
- (a) by mail to Ontario addressed to: The Solicitor General, 25 Grosvenor Street, 11th Floor, Toronto, Ontario, M7A 1Y6, or by fax to (416) 325-6067
 - (b) by mail to the Commissioner addressed to: The Commissioner, Ontario Provincial Police, 777 Memorial Avenue, Orillia, Ontario, L3V 7V3, to the attention of the Manager, Municipal Policing Bureau, by fax to (705) 330-4191, or by email to opp.municipalpolicing@opp.ca
 - (c) by mail to the Municipality addressed to: The Mayor, City of Temiskaming Shores, 325 Farr Drive, Haileybury, Ontario, P0J 1K0, or by fax to (705) 672-2911
 - (d) by mail to the Board addressed to: The City of Temiskaming Shores Police Services Board, 325 Farr Drive, Haileybury, Ontario, P0J 1K0, or by fax to (705) 672-2911

Commencement and Termination of Agreement

26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 01 day of January 2021, and shall conclude on the earlier of (i) December 31, 2023 or (ii) the date that the *Community Safety and Policing Act*, 2019 comes into force.
27. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Municipality shall continue to be obligated to pay for the cost of providing police services under this contract to, and including the date of such termination and Ontario shall continue to be responsible to provide the services outlined in this Agreement.
28. Should the Municipality's designated responsibility to provide policing under the *Police Services Act* be changed, either by statute or government interpretation, the Municipality maintains its right upon being so informed to give written notice of its intention to terminate this Agreement forthwith.

Entire Agreement

29. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

IN WITNESS WHEREOF, the Municipality has affixed its Corporate Seal attested by the signature of its duly authorized signing officers, and the Deputy Solicitor General, Community Safety has personally signed this Agreement to be effective as of the date set out herein.

FOR ONTARIO

Deputy Solicitor General, Community Safety

FOR THE MUNICIPALITY

City of Temiskaming Shores

Mayor

Chief Administrative Officer

Date signed by the Municipality

SCHEDULE “A”

BY-LAW OF THE MUNICIPAL COUNCIL

SCHEDULE “B”
PROPOSAL FOR POLICE SERVICES



The City of Temiskaming Shores

Contract Policing Proposal

Prepared by: Sergeant Kelly Withrow
Ontario Provincial Police
Municipal Policing Bureau

Date: September 30, 2020

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DRAFT

Executive Summary

The Ontario Provincial Police (OPP) has over 100 years of experience in providing effective community-based policing and protection throughout Ontario. The OPP has provided municipal police services under contract for over 70 years and currently maintains contracts with over 140 communities across Ontario.

The City of Temiskaming Shores requested a contract proposal for OPP municipal policing. This proposal is based on the OPP Billing Model, with the City paying an amount equal to the sum of its allocated portion of the OPP's total municipal policing Base and Calls for Service costs, as well as the costs for Overtime, Prisoner Transportation, Court Security, and Accommodation/Cleaning Services as applicable. Where a municipality chooses to receive police services from the OPP pursuant to a contract, the OPP will provide the level of police services required to provide adequate and effective policing, including providing the services set out in Regulation 3/99, Adequacy and Effectiveness of Police Services under the *Police Services Act*.

This proposal reflects the integrated policing concept, incorporating a police services contract for the City of Temiskaming Shores with OPP highway patrol services and provincial responsibilities under one administration. The Temiskaming OPP Detachment will remain as the Administration/Operations Centre. The resources will be deployed to the municipality from this facility.

The Temiskaming OPP Detachment Commander will be responsible to oversee all aspects of service delivery. The detachment management including Staff Sergeant(s) and Sergeant / Platoon Leaders as applicable will provide assistance and supervision to members of the Temiskaming Detachment.

It is the intent to maintain all existing community service programs and community policing committees, in consultation with the Police Services Board.

Any new community service program considered may be implemented after consultation with the City of Temiskaming Shores Council, the City's Police Services Board and the Temiskaming OPP Detachment Commander.

When a municipality chooses to receive police services from the OPP under contract, the OPP will ensure that the municipality receives adequate and effective police services in accordance with the *Police Services Act* and Regulations. The shared infrastructure of the OPP broadens local access to resources, expertise, solutions, training and management without duplicating services. The City of Temiskaming Shores will continue to benefit as additional staff are readily available from within the Temiskaming OPP Detachment as well as neighboring detachments and regions, should the need arise.

The City of Temiskaming Shores will be required to maintain a Police Services Board, as mandated by Section 10 of the *Police Services Act* that will generally determine objectives and priorities for police services within the community, after consultation with the Detachment Commander. The Commissioner is committed to ensuring that the Detachment Commander of the Temiskaming OPP Detachment responds appropriately to the Board's advice and priorities in a manner consistent with the Board's identified concerns, expectations and needs.

It is long-standing OPP policy and practice to be accountable to the communities we serve. The Commander of the Temiskaming OPP Detachment, or designee, will report to the Police Services Board on a regular basis, as per the direction of the Board. The OPP is experienced in being accountable to the municipalities we serve. With over 100 contracts currently in place and future

contracts pending, there is great emphasis placed on OPP accountability to Police Services Boards.

The OPP is required to provide provincial level emergency response that can be mobilized in times of emergency, disaster or a specialized investigative need. The OPP meets such emergent needs, on an on-call, as-needed basis, by deploying small numbers of officers from multiple locations and assignments, both provincial and municipal. During such times, the OPP is responsible to ensure that appropriate resources remain in place to make certain the municipality receives adequate and effective police services in accordance with the *Police Services Act* and Regulations. The use of OPP officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

If the City of Temiskaming Shores chooses to accept an OPP contract for its policing service, the Temiskaming OPP Detachment Commander will assign resources, focusing on meeting the City's unique policing needs.

Value for the City of Temiskaming Shores:

- Assurance of adequacy and effectiveness of police services;
- Dedication to resolving community issues through local involvement and community policing committees;
- Availability of additional staffing support from neighbouring detachments, regional headquarters and general headquarters;
- Work with the Detachment Commander in determining the local policing priorities and objectives through the City's Police Services Board; and
- Seamless access to comprehensive police services and infrastructure.

The estimated policing cost for 2021 associated to this proposal as presented in the Annual Billing Statement is **\$2,492,748**. This amount is reflective of the most current cost estimates under the OPP Billing Model, exclusive of the year-end adjustments.

The year-end adjustment for the year 2018 totalling **\$17,387** is listed separately from the 2021 estimated cost, but forms part of the Grand Total Billing as shown near the bottom of the Annual Billing Statement.

Not included in this proposal are:

- The cost of maintaining the Police Services Board
- Any applicable revenues accruing to the municipality as a result of police activity

OPP 2021 Annual Billing Statement

Temiskaming Shores C

Estimated costs for the period January 1 to December 31, 2021

Please refer to www.opp.ca for 2021 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	4,857		
	Commercial and Industrial	423		
	Total Properties	<u>5,280</u>	177.48	937,073
Calls for Service	(see summaries)			
	Total all municipalities	168,336,779		
	Municipal portion	0.7355%	234.48	1,238,051
Overtime			14.77	78,004
Court Security	(see summary)		38.59	203,768
Prisoner Transportation	(per property cost)		2.11	11,141
Accommodation/Cleaning Services	(per property cost)		4.68	24,710
Total 2021 Estimated Cost			<u>472.11</u>	<u>2,492,748</u>
2019 Year-End Adjustment				17,387
Grand Total Billing for 2021				<u>2,510,135</u>
2021 Monthly Billing Amount				209,178

OPP Contacts

Please forward any questions or concerns to Inspector Joel Breault, Detachment Commander, Temiskaming Detachment, or Sergeant Kelly Withrow, Municipal Policing Specialist, Municipal Policing Bureau, OPP General Headquarters.

Inspector Joel Breault



Sergeant Kelly Withrow



DRAFT

The Corporation of the City of Temiskaming Shores

By-law No. 2020-118

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

Whereas Section 8 of the Municipal Act 2001, c.25, as amended, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

Whereas Section 9(1) of the Municipal Act 2001, c.25, as amended, interprets Section 8 as to enable a municipality to govern their affairs as they consider appropriate; 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 considered Memo No. 026-2020-CS at the December 1, 2020 Regular Council meeting and directed 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.

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute on behalf of the Corporation of the City of Temiskaming Shores the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream ("Agreement") 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 City of Temiskaming Shores in a form satisfactory to Legal Services, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That, the Mayor and Clerk and, as applicable, the delegate specified in Schedule "B" of the Agreement are hereby authorized to execute on behalf of the City of Temiskaming Shores any amendment to the Agreement or ancillary document necessary to fulfil the ICIP requirements in a form satisfactory to Legal Services.
3. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation, on behalf of the City of Temiskaming Shores, as required under the Investing in Canada Infrastructure Program.

4. That the City of Temiskaming Shores commits to spending Investing in Canada Infrastructure Program funding in accordance with all of the terms and conditions specified in the Agreement.
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 1st day of December, 2020.

Mayor – Carman Kidd

Clerk – Logan Belanger



Schedule “A” to

By-law No. 2020-118

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

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM**

THIS TRANSFER PAYMENT AGREEMENT for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream (the “Agreement”) is effective as of the Effective Date.

B E T W E E N

Her Majesty the Queen in right of the Province of Ontario,
represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

The Corporation of the City of Temiskaming Shores

(the “**Recipient**”)

BACKGROUND

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

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

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program (“Bilateral Agreement”), for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees to provide contribution funding to Ontario under the public transit stream of ICIP.

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

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out one or more public transit infrastructure projects.

The Province has submitted to Canada for approval and Canada has approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project or Projects, as the case may be.

The Agreement sets out the terms and conditions upon which ICIP funds will be provided to the Recipient for carrying out the Project or Projects, as the case may be.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

Schedule "A" - General Terms and Conditions

Schedule "B" - Specific Information

Schedule "C" - Project Description, Budget, Timelines, and Standards

Sub-schedule "C.1" - Project Description, Budget, and Timelines

Schedule "D" - Reports

Sub-schedule "D.1" - Project Tier Classification and Other Information

Schedule "E" - Eligible Expenditures and Ineligible Expenditures

Schedule "F" - Evaluation

Schedule "G" - Communications Protocol

Schedule "H" - Disposal of Assets

Schedule "I" - Aboriginal Consultation Protocol

Schedule "J" - Requests for Payment and Payment Procedures

Sub-schedule "J.1" - Form of Certificate from Recipient

Sub-schedule "J.2" - Form of Declaration of Project Substantial Completion

Sub-schedule "J.3" - Form of Certificate from a Professional Engineer for Project Substantial Completion

Sub-schedule "J.4" - Form of Certificate from an Independent Engineer to Certify Progress

Schedule "K" - Committee

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between any of the requirements of:

- (a) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 COUNTERPARTS

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 Electronic Execution and Delivery of Agreement.

- (a) The Agreement may:
 - (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
 - (ii) subject to the Province’s prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 Amending the Agreement. Subject to sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and consistent with such changes.

5.0 ACKNOWLEDGEMENT

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

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "Rights")

undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 Sharing of Information with the Province and Canada. The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.28.0 (Environmental Requirements and Assessments) and Article A.29.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

- SIGNATURE PAGE FOLLOWS -

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

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ONTARIO**, represented by the Minister of
Transportation for the Province of Ontario

Date

Name: Caroline Mulroney
Title: Minister

The Corporation of the City of Temiskaming Shores

Date

Name: Carman Kidd
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Logan Belanger
Title: Clerk

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

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

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

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

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

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

“Authorities” means any government authority, agency, body or department, whether federal, provincial, or municipal, having or claiming jurisdiction over the Agreement or any Project, or both.

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

“Budget” means, in respect of a Project, the Project budget set out in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province has elected to be closed for business.

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

“Canadian Content Policy” means the *Ministry of Transportation Canadian Content for Transit Vehicle Procurement Policy*, as amended from time to time.

“Certificate from a Professional Engineer for Project Substantial Completion” means a Certificate from a Professional Engineer in the form set out in Sub-schedule “J.3” (Form of Certificate from a Professional Engineer for Project Substantial Completion).

“Certificate from an Independent Engineer to Certify Progress” means a Certificate from an Independent Engineer to Certify Progress in the form set out in Sub-schedule “J.4” (Form of Certificate from an Independent Engineer to Certify Progress).

“Committee” refers to a Committee established pursuant to section A.30.1 (Establishment of Committee).

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

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

“Declaration of Project Substantial Completion” means a Declaration of Project Substantial Completion in the form set out in Sub-schedule “J.2” (Form of Declaration of Project Substantial Completion).

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

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

Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable federal, provincial, or municipal laws, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment, public, or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *Navigation Protection Act* (Canada).

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

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

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

“Federal Approval Date” means the date on which Canada has approved a Project identified in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

“Funding Year” means:

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

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

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

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

“Ineligible Expenditures” means the costs in respect of each Project that are ineligible for contribution by the Province and Canada under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

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

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

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

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

“Project Substantial Completion Date” means, in respect of any Project, the Project Substantial Completion Date indicated on the Declaration of Project Substantial Completion.

“Projects” means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description, Budget, and Timelines), and **“Project”** means any one of them.

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

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

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

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

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

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

“Timelines” means the Project schedule described in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

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

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and
- (d) any Funds received have not displaced, and will continue to not displace, the Recipient’s own funding and spending on public transit.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

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

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

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

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before October 31, 2027.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Projects;

- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

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

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.32.1 (Special Conditions); and
 - (ii) any instalment of Funds in respect of any Project until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
 - (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
 - (iii) Canada’s payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce or terminate the amount of Funds it provides to the Recipient in response to a reduction of appropriation, ministerial funding levels, or Canada’s payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action,

whether in contract or in tort (including negligence) or otherwise, arising from any reduction or termination of Funds. If any changes to the Agreement, including changes in respect of any Project or Budget, are required as a result, the Parties agree to amend the Agreement accordingly.

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

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

A.4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A.4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

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

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds, in the aggregate, the sum of the amounts set out in column I (Federal Contribution Towards the Total Eligible Expenditures of the Project) and column K (Other Federal Contribution Towards the Total Costs of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;
- (c) if the Province's total contribution from all provincial sources in respect of any Project exceeds the amount set out in column L (Provincial Contribution Towards

the Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and

- (d) if the Total Financial Assistance received in respect of any Project exceeds the amount set out in column H (Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

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

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

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

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

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

A.4.11 Recipient's Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures

provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain a maximum of 10% of the provincial funding and 5% of the federal funding in respect of each Project (“Holdback”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project;
- (b) the Recipient has submitted a Declaration of Project Substantial Completion to the Province; and
- (c) the Parties have jointly carried out a final reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and made any adjustments required in the circumstances.

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

A.5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to Canada;
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements; and
- (c) is in compliance with the Canadian Content Policy, a copy of which the Province will provide to the Recipient.

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

A.5.3 Exemptions to Competitive Awarding. Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) provides a consultant or contractor quote for market value; and

(c) attests to:

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

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

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

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

A.6.0 CONFLICT OF INTEREST

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

- (a) the Recipient or any person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient’s objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

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

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

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

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

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.16.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years after the Expiry Date:

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

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

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

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

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

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

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

- A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:
- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
 - (b) share the findings of any audit, including any audit report, with each other and any of their respective authorized representatives and auditors.
- A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).
- A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

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

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

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

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

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

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

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

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

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

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

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

- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

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

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

- (a) cancel all further instalments of Funds;
- (b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down any Project or the Projects, as applicable, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(b); and
 - (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

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

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out any Project in whole or in part;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to paragraph A.7.2(b).

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;

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

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

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

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

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

the Province may extend the Notice Period, or initiate any one or more of the actions

provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i), and (j).

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

A.13.0 FUNDS AT THE END OF A FUNDING YEAR

- A.13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A.12.0 (Event of Default, Corrective Action, and Termination for Default), if, in respect of any Project, the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget for that Project, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

- A.13.2 **Effect of Action Taken by the Province.** If the Province takes any action under section A.13.1 (Funds at the End of a Funding Year), the Parties will review the effect of such action on the overall implementation of the Project and may amend the Agreement.

A.14.0 FUNDS UPON EXPIRY

- A.14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A.15.0 DEBT DUE AND PAYMENT

- A.15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

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

- A.15.2 **Debt Due.** If, pursuant to the Agreement:

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

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

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

- A.15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.15.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.16.0 NOTICE

- A.16.1 **Notice in Writing and Addressed.** Notice will be:

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

- A.16.2 **Notice Given.** Notice will be deemed to have been given:

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

- A.16.3 **Postal Disruption.** Despite paragraph A.16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.17.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.17.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

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

A.18.0 SEVERABILITY OF PROVISIONS

A.18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.19.0 WAIVER

A.19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.19.2 **Waiver Applies.** If in response to a request made pursuant to section A.19.1 (Waiver Request) a Party consents to a waiver, the waiver will:

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

A.19.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.16.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.20.0 INDEPENDENT PARTIES

- A.20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.
- A.20.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A.21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:
- (a) the Recipient's successors and permitted assigns; and
 - (b) the successors to Her Majesty the Queen in right of Ontario.

A.22.0 GOVERNING LAW

- A.22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.23.0 FURTHER ASSURANCES

- A.23.1 **Agreement into Effect.** The Recipient will:
- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
 - (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.24.0 JOINT AND SEVERAL LIABILITY

A.24.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.25.0 RIGHTS AND REMEDIES CUMULATIVE

A.25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.26.1 **Other Agreements.** If the Recipient:

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

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A.27.0 SURVIVAL

A.27.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgement), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.8 (Rebates, Credits, and Refunds), A.5.5 (Disposal of Assets), A.7.1 (Province and

Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h), (i) and (j), Articles A.13.0 (Funds at the End of a Funding Year), A.14.0 (Funds Upon Expiry), A.15.0 (Debt Due and Payment), A.16.0 (Notice), and A.18.0 (Severability of Provisions), section A.21.2 (Agreement Binding), and Articles A.22.0 (Governing Law), A.24.0 (Joint and Several Liability), A.25.0 (Rights and Remedies Cumulative), A.27.0 (Survival), A.28.0 (Environmental Requirements and Assessments), A.29.0 (Aboriginal Consultation), and A.32.0 (Special Conditions).

A.28.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.28.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

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

A.28.2 Assessments. The Recipient will complete the assessments that are required in Sub-schedule "D.1" (Project Tier Classification and Other Information) and are further described in Schedule "D" (Reports).

A.29.0 ABORIGINAL CONSULTATION

A.29.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.29.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

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

A.29.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.30.0 COMMITTEE

A.30.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").

A.30.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.30.1 (Establishment of Committee).

A.31.0 DISPUTE RESOLUTION

A.31.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.

- A.31.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.30.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.31.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.31.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.31.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.31.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.32.0 SPECIAL CONDITIONS

- A.32.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with:
 - (i) evidence satisfactory to the Province that the Recipient's council has passed a municipal by-law authorizing the Recipient to execute the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) an asset management self-assessment, in the form and at the address provided by the Province.

- (b) prior to submitting a request for payment in respect of any Project under the Agreement,
 - (i) the Recipient having provided the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.28.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.29.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. if the Recipient does not own the land on which the Project is to be carried out, the Recipient has entered into legally binding agreements with all owners of such land, which agreements are consistent with, and incorporates the relevant provisions of the Agreement; and
 - (ii) the Recipient having provided the Province with any required assessments pursuant to Article A.28.0 (Environmental Requirements and Assessments); and
- (c) on or before February 1 in each of the years 2021, 2023 and 2024, unless the Project has reached Substantial Completion before such date, the Recipient having provided the Province with an asset management self-assessment, in the form and at the address provided by the Province.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.32.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

**SCHEDULE “B”
SPECIFIC INFORMATION**

Maximum Funds*	\$2,289,124.28
Expiry Date	March 31, 2029
Contact information for the purposes of Notice to the Province	<p>Address: Strategic Investments Office Municipal Programs Branch Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</p> <p>Phone: 416-585-7637 Email: ICIPTransit@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Clerk Address: 325 Farr Drive Haileybury ON P0J 1K0</p> <p>Phone: 705-672-3363 ext. 4136 Email: lblanger@temiskamingshores.ca</p>
Authorized Representative of the Province for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	Position: Director, Municipal Programs Branch; or Director, Capital Project Oversight Branch
Authorized Representative designated by the Recipient for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	Position: Clerk

Contact Information for the senior financial person in the Recipient organization (e.g., CFO, CAO) - to respond to requests from the Province related to the Agreement	Position: Treasurer Address: 325 Farr Drive Haileybury ON P0J 1K0 Phone: 705-672-3363 ext. 4121 Email: lmacleod@temiskamingshores.ca
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***Note:** For greater clarity, neither the Province nor Canada will contribute Funds in respect of any Project that exceed their proportional share of the Eligible Expenditures for that Project, as set out in column J (Federal Funding Rate of the Total Eligible Expenditures of the Project) and column M (Provincial Funding Rate of the Total Eligible Expenditures of the Project) in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

SCHEDULE “C”

PROJECT DESCRIPTION, BUDGET, TIMELINES, AND STANDARDS

C.1.0 PROJECT DESCRIPTION, BUDGET, AND TIMELINES

- C.1.1 **Project Description.** The Recipient will carry out each Project described in Sub-schedule “C.1” (Project Description, Budget, and Timelines).
- C.1.2 **Budget and Timelines.** The Recipient will carry out each Project within the Budget and Timelines for that Project set out in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

C.2.0 PROJECT STANDARDS

- C.2.1 **Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:
- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
 - (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET, AND TIMELINES

- C.3.1 **Province’s and Canada’s Consent.** Any change to the Project will require the Province’s and Canada’s prior written consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.
- C.3.2 **Minor Changes to the Project Description, Budget, and Timelines.** Subject to sections C.3.1 (Province’s and Canada’s Consent) and C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines), changes that, in the opinion of the Province, are minor may be made in respect of any Project to Sub-schedule “C.1” (Project Description, Budget, and Timelines).

C.3.3 Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines. Any change made pursuant to section C.3.2 (Minor Changes to the Project Description, Budget, and Timelines) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Specific Information).

SUB-SCHEDULE “C.1”
PROJECT DESCRIPTION, BUDGET, AND TIMELINES

Project ID	Project Title	Project Description	Forecasted Project Start Date (MM/DD/YYYY)	Forecasted Project End Date (MM/DD/YYYY)	Federal Approval Date (MM/DD/YYYY)	Total Costs of the Project	Total Eligible Expenditures of the Project	Federal Contribution Towards the Total Eligible Expenditures of the Project	Federal Funding Rate of the Total Eligible Expenditures of the Project	Other Federal Contribution Towards the Total Costs of the Project	Provincial Contribution Towards the Total Eligible Expenditures of the Project	Provincial Funding Rate of the Total Eligible Expenditures of the Project	Recipient Contribution Towards the Total Costs of the Project	Other Contribution Towards the Total Eligible Expenditures of the Project
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
ICIP-TEM-01	Transit Upgrades and Fleet Replacement	The scope of this project includes the replacement of five (5) conventional buses over 10 years, as well as the replacement of four (4) existing shelters and the addition of two (2) new shelters to meet accessibility standards under the Accessibility Ontario Disabilities Act (AODA). The project also includes the purchase and installation of a payment system. The new payment system will be more efficient for users to reload their cards online. The project will improve capacity, quality and access to the public transit system in the City of Temiskaming Shores.	05/11/2020	10/31/2027	05/11/2020	\$3,121,675.00	\$3,121,675.00	\$1,248,670.00	40.00%	\$0.00	\$1,040,454.28	33.33%	\$832,550.72	\$0.00

SCHEDULE “D” REPORTS

D.1.0 PROGRESS REPORTS

- D.1.1 **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format to be provided by the Province and in accordance with the timelines and any other requirements set out in Article D.2.0 (Reporting Requirements) in respect of each Project.
- D.1.2 **Description of Progress Report.** The Recipient agrees that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project to which the Progress Report relates:
- (a) Canada’s and the Province’s respective forecasted contributions to the Project by Funding Year;
 - (b) the Project start date and the Project end date (forecasted and actual where applicable);
 - (c) the percentage of the Project that has been completed;
 - (d) risks and mitigation strategies;
 - (e) confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and
 - (f) confirmation that all required signage for the Project has been installed.

D.2.0 REPORTING REQUIREMENTS

The reporting requirements for each Project vary depending on the tier classification, as set out in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), for the Project.

- D.2.1 **Tier 1 Reporting Requirements.** If, based on the Province’s assessment, a Recipient’s Project is categorized as a Tier 1 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to the Province:
- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:
 - (i) March 15th; and
 - (ii) September 15th;
 - (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;

- (ii) a final Progress Report; and
- (iii) a photograph of the Project; and
- (c) within 90 days of submitting the final Progress Report, a summary of any Communications Activities made for the Project.

D.2.2 Tier 2 Reporting Requirements. If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 2 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:
 - (i) March 15th;
 - (ii) June 15th;
 - (iii) September 15th; and
 - (iv) December 15th;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion;
 - (iv) a copy of the report for a compliance audit carried out in accordance with Article D.8.0 (Compliance Audit(s)); and
 - (v) a photograph of the Project; and
- (c) within 90 days of submitting the final Progress Report:
 - (i) a summary of any Communications Activities made for the Project; and
 - (ii) a summary of how the Project aligns with provincial and federal objectives.

D.2.3 Tier 3 Reporting Requirements. If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 3 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

- (a) up and until the final payment had been made pursuant to section J.8.1 (Final Payment):
 - (i) a Progress Report in each calendar year on or before:
 - a. March 15th;
 - b. June 15th;
 - c. September 15th; and
 - d. December 15th; and
 - (ii) a Certificate from an Independent Engineer to Certify Progress on or before September 15th of each calendar year;
- (b) a communications plan within 180 days of the Effective Date;
- (c) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion; and
 - (iv) a photograph of the Project;
- (d) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and
- (e) within 90 days of submitting the final Progress Report:
 - (i) a summary of any Communications Activities made for the Project;
 - (ii) a summary of how the Project aligns with provincial and federal objectives; and
 - (iii) a summary of lessons learned.

D.2.4 Tier 4 Reporting Requirements. If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment):
 - (i) a Progress Report in each calendar year on or before the 15th day of each month;
 - (ii) a Certificate from an Independent Engineer to Certify Progress on or before March 15th and September 15th of each calendar year; and
 - (iii) a communications plan within 180 days of the Effective Date and on or before March 15th in each calendar year thereafter;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion; and
 - (iv) a photograph of the Project;
- (c) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and
- (d) within 90 days of submitting the final Progress Report:
 - (i) a summary of any required Communications Activities made for the Project;
 - (ii) a summary of how the Project aligns with provincial and federal objectives; and
 - (iii) a summary of lessons learned.

D.3.0 ABORIGINAL CONSULTATION RECORD

D.3.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.4.0 RISK ASSESSMENT

D.4.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

D.5.0 CLIMATE LENS ASSESSMENTS

D.5.1 Climate Change Resilience Assessment. If a climate change resilience assessment is identified as “Required” in column F (Climate Change Resilience Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a climate change resilience assessment prior to submitting a request for payment for the Project. The climate change resilience assessment will be in accordance with:

- (a) the publication titled, *Climate Lens - General Guidance*, provided by Canada at <https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html>, or at any other location the Province may provide; and
- (b) any additional direction the Province may provide.

D.5.2 Greenhouse Gas Emissions Assessment. If a greenhouse gas emissions assessment is identified as “Required” in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a greenhouse gas emissions assessment prior to submitting a request for payment for the Project. The greenhouse gas emissions assessment will be in accordance with:

- (a) the publication titled, *Climate Lens – General Guidance*, provided by Canada at <https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html>, or at any other location the Province may provide; and
- (b) any additional direction the Province may provide.

D.6.0 COMMUNITY EMPLOYMENT BENEFITS ASSESSMENTS

D.6.1 Community Employment Benefits Assessments. If community employment benefits assessments are identified as “Required” in column E (Community Employment Benefits Assessments) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will complete community employment benefits assessments for the Project, as described in section D.6.2 (Description of the Community Employment Benefits Assessments), to the satisfaction of Canada and the Province.

D.6.2 Description of the Community Employment Benefits Assessments. If community employment benefits assessments are required pursuant to section D.6.1 (Community Employment Benefits Assessments), the Recipient will provide the Province and Canada with such assessments for three or more of the following federal target groups:

- (a) apprentices;
- (b) Indigenous peoples;
- (c) women;

- (d) persons with disabilities;
- (e) veterans;
- (f) youth;
- (g) new Canadians;
- (h) small-medium-sized enterprises; and
- (i) social enterprises.

D.6.3 Reporting on Community Employment Benefits Assessments. The Recipient will submit its community employment benefit assessments to the Province, together with its Progress Reports, on or before September 15th of each calendar year.

D.7.0 CHANGES TO SCHEDULE “D” (REPORTS)

D.7.1 Minor Changes to the Reporting. Subject to section D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule “D” (Reports) or Sub-schedule “D.1” (Project Tier Classification and Other Information), or both, that, in the opinion of the Province, are minor.

D.7.2 Amending the Agreement for Minor Changes to the Reporting. Any change made pursuant to section D.7.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

D.8.0 COMPLIANCE AUDIT(S)

D.8.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review) and as required under Article D.2.0 (Reporting Requirements), the Recipient will, at its own expense, retain an independent third party auditor to conduct one or more compliance audits of the Recipient. Each audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, each audit will assess the Recipient’s compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the progress or state of completion of the Project;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;

- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

SUB-SCHEDULE “D.1”
PROJECT TIER CLASSIFICATION AND OTHER INFORMATION

Project ID (A)	Project Title (B)	Project Tier for Reporting Purposes (C)	Greenhouse Gas Emissions Assessment (D)	Community Employment Benefits Assessments (E)	Climate Change Resilience Assessment (F)	Eligibility of Own-Force Labour Costs (G)	Competitive Acquisition Exemption (H)
ICIP-TEM-01	Transit Upgrades and Fleet Replacement	Tier 1	N/A	N/A	N/A	N/A	N/A

Note: Please see Schedule “D” (Reports) for further details on reporting.

SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Scope of Eligible Expenditures. Eligible Expenditures are the direct costs which are, in the opinion of the Province, properly and reasonably incurred and paid by the Recipient in respect of any Project. Eligible Expenditures only include the following costs:

- (a) incurred on or after the Federal Approval Date and paid on or before October 31, 2027:
 - (i) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project which may include, unless excluded under Article E.2.0 (Ineligible Expenditures), capital, construction, design and planning costs; and
 - (ii) the costs related to monitoring project-level community employment benefits.
- (b) the costs related to the completion of the climate lens assessments, incurred at any time and paid on or before October 31, 2027;
- (c) the costs associated with Aboriginal consultation and, where appropriate, accommodation measures, incurred on or after February 15, 2018 and paid on or before October 31, 2027;
- (d) if the Project is identified as “Approved” in column G (Eligibility of Own-Force Labour Costs) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the incremental own-force labour costs for which Canada has provided its prior written consent and have been incurred on or after the date set out in the consent and paid on or before October 31, 2027;
- (e) if the Project is identified as “Approved” in column H (Competitive Acquisition Exemption) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the costs for which Canada has provided its prior written consent and are associated with sole-source contracts, and have been incurred on or after the date set out in the consent and paid on or before October 31, 2027; and
- (f) any other cost that, in the opinion of the Province, is considered to be necessary for the successful implementation of the Project and has been approved in writing prior to being incurred.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Scope of Ineligible Expenditures. Unless a cost is considered an Eligible Expenditure pursuant to section E.1.1 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.2.2 (Indirect Costs), the costs listed in section E.2.3 (Costs Over and Above a Project Scope) that are over and above the scope of a Project, and the following costs will be considered Ineligible Expenditures:

- (a) costs incurred prior to the Federal Approval Date of a Project, except for the costs specified in paragraph E.1.1 (b) and paragraph E.1.1 (c);
- (b) costs incurred or paid, or both after October 31, 2027, unless otherwise approved pursuant to paragraph E.1.1(f);
- (c) costs incurred for a cancelled Project;
- (d) land acquisition costs;
- (e) leasing costs for land, buildings, and other facilities;
- (f) leasing costs for equipment other than equipment directly related to the construction of a Project;
- (g) real estate fees and related costs;
- (h) any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of the Recipient, and more specifically, any costs related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff, except in accordance with paragraph E.1.1(d);
- (i) financing charges;
- (j) legal fees;
- (k) loan interest payments;
- (l) costs of any goods and services received through donations or in-kind;
- (m) taxes and any other costs for which the Recipient or any Third Party is eligible for a rebate;
- (n) costs associated with operating expenses and regularly scheduled

maintenance work, with the exception of essential capital equipment purchased at the onset of the construction/acquisition of the main Asset and approved by Canada;

- (o) costs related to furnishings and non-fixed assets which are not essential for the operation of an Asset or Project;
- (p) costs related to easements (e.g., surveys); and
- (q) any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

E.2.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding in respect of any Project;
- (b) costs in respect of any Evaluation or any other Project evaluation and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining any necessary approval, licence or permit where the Recipient is the entity providing the approval, licence or permit;
- (d) costs associated with general planning studies, including the Recipient's *Official Plan* and *Transportation Master Plan*;
- (e) carrying costs incurred on the funding share of any funding partner other than the Province;
- (f) costs associated with municipal staff and any Third Party travel;
- (g) litigation costs including, without limitation, any award or settlement costs in respect of damages and related interest, and disbursements; and
- (h) Recipient's upgrades not expressly approved by the Province.

E.2.3 Costs Over and Above a Project Scope. Activities undertaken in respect of any Project that are over and above the scope of the Project are considered Ineligible Expenditures. These costs include, but are not limited to:

- (a) the costs to upgrade municipal services and utilities that are over and above those for the relocation and replacement of municipal services and utilities that are solely required for the Project;

- (b) the costs for upgrades to materials and design beyond existing municipal standards; and
- (c) the costs for corridor and urban design enhancements over and above those that are described in the Project description.

SCHEDULE “F” EVALUATION

F.1.0 PROJECTS AND ICIP EVALUATIONS

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

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

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

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

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

G.2.0 PURPOSE

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

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

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

G.3.0 GUIDING PRINCIPLES

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

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

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

G.4.0 JOINT COMMUNICATIONS

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

- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at <https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

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

G.6.0 OPERATIONAL COMMUNICATIONS

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

G.7.0 MEDIA RELATIONS

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

G.8.0 SIGNAGE

- G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of any Project.
- G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at any Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:
- (a) on the marker, recognize the Province's and Canada's contributions; and
 - (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.
- G.8.5 **Timing for Erection of Sign.** If erected and unless the Province otherwise consents in writing, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 180 days after construction is completed and the infrastructure is fully operational or opened for public use.
- G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 Responsibility of Recipient. The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

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

G.10.0 ADVERTISING CAMPAIGNS

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

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

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

“**Asset Disposal Period**” means the period set out in the 1st column of the table in section H.2.2 (Disposal of Asset and Payment).

H.2.0 DISPOSAL OF ASSETS

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

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

ASSET DISPOSAL PERIOD*	TYPE OF ASSET	RETURN OF FEDERAL CONTRIBUTION	RETURN OF PROVINCIAL CONTRIBUTION
5 years	All Assets	100%	100%
12 years	Transit vehicles including, without limitation, 9 metre to 18 metre buses and double deck buses, regardless of propulsion system	0%	100%
25 years	Subway cars, light rail vehicles, and large infrastructure assets (e.g. a maintenance and storage facility)	0%	100%

* **Note:** The Asset Disposal Period starts on the Substantial Completion Date of the Project in respect of which the Asset was acquired.

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

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

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

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

I.2.0 ABORIGINAL CONSULTATION PLAN

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

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

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

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

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

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 Requirements for Aboriginal Consultation Record. If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it,

as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

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

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

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

SCHEDULE “J”
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

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

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

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province on a date and frequency as set out below and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form using the form provided in Sub-schedule “J.1” (Form of Certificate from Recipient), fully and accurately completed by an authorized representative of the Recipient. For greater clarity, the Recipient may make one request per Project for each calendar year quarter before the following dates:
 - (i) March 15th;
 - (ii) June 15th;
 - (iii) September 15th; and
 - (iv) December 15th;

- (b) for each request for payment for a non-exempt vehicle, a declaration form, pursuant to the Canadian Content Policy;
- (c) for each request for payment, except for the Final Payment:
 - (i) a Progress Report acceptable to the Province, for the period to which the request for payment relates; and
 - (ii) if, based on the Province's assessment, a Recipient's Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), a Certificate from an Independent Engineer to Certify Progress;
- (d) for each request for Final Payment, a final Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (e) if the Province so requests, a copy of all documentation provided to the Recipient by an authorized representative of the Recipient or a professional engineer, or both; and
- (f) such other information as the Province may request.

J.4.0 PAYMENTS

J.4.1 Payment by the Province. Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner.

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

- (a) the conditions set out in paragraph A.4.2(c);
- (b) the special conditions listed in Article A.32.0 (Special Conditions);
- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and

- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

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

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 **Timing.** The Recipient will submit all requests for payment on or before November 1, 2027.

J.5.2 **No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after November 1, 2027.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

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

J.7.0 HOLDBACK

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

J.8.0 FINAL PAYMENT

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) have been met.

**SUB-SCHEDULE “J.1”
FORM OF CERTIFICATE FROM RECIPIENT**

**CERTIFICATE FROM RECIPIENT
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert address of the Recipient’s authorized representative]
Attention: [insert the name and title of the Recipient’s authorized representative]
Email: [insert email address of the Recipient’s authorized representative]
Telephone No.: [insert telephone number of the Recipient’s authorized representative]

RE: Investing in Canada Infrastructure Program (ICIP) Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert name and title of the Recipient’s authorized representative], having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information, and belief:

1. On and as of the date set out below:
 - (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct;
 - (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under Article A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada’s Requirements for Standards), and no Event of Default, as defined in the Agreement, is currently occurring;

- (c) if the Recipient has incurred a cost overrun in respect of any Project, it has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement; and
 - (d) the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act.
2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the attached Request for Payment Form and Progress Report is true and correct.
 3. Eligible Expenditures in Appendix “A” have been incurred in accordance with the Agreement and have only been expended on the Project as described in Sub-schedule “C.1” (Project Description, Budget, and Timelines) of the Agreement.
 4. The Recipient is in compliance with all of the reporting requirements of the Agreement.

The Recipient hereby requests a payment in the amount of:

\$ _____ on account of the Province’s; and

\$ _____ on account of Canada’s contribution towards the Eligible Expenditures of the Project **[insert the Project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the Recipient’s authorized representative]**

Title: **[insert/print the title of the Recipient’s authorized representative]**

Witness Name: **[insert/print the name of the witness]**

Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

**CERTIFICATE FROM RECIPIENT
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

APPENDIX “A”

COMPLIANCE REQUIREMENTS BEFORE SUBMITTING A REQUEST FOR PAYMENT TO THE PROVINCE <i>(please respond with “YES”, “NO”, or “N/A”, as appropriate)</i>	
If your Project requires an environmental assessment (EA), pursuant to A.28.1 (Federal Environmental Requirements) of the Agreement, please indicate if the EA has been approved by Canada.	
If your Project has been identified by Canada or the Province as having a legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, please indicate if the requirements under Article A.29.0 (Aboriginal Consultation) have been met for the Project.	
If a climate change resilience assessment is identified as “Required” in column F (Climate Change Resilience Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), please indicate if a climate change resilience assessment has been approved by Canada.	
If a greenhouse gas emissions assessment is identified as “Required” in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), please indicate if a greenhouse gas emission assessment has been approved by Canada.	
The Recipient must pay all payment claims and invoices in full before making a request for payment to the Province. Please indicate whether the Recipient has already paid the claimed amount.	
If your Project requires the acquisition of a vehicle that is not exempt from the Canadian Content Policy, please provide a declaration form pursuant to the Canadian Content Policy.	

Record of Invoices											
Date of Invoice (DD/MM/YY)	Period of Work Performed		Vendor Name	Date Paid (DD/MM/YY)	Description of Expense	Eligibility per E.1.1	Amount Paid (\$)				
	From (DD/MM/YY)	To (DD/MM/YY)					Invoice Subtotal without HST	Ineligible Expenditures	Invoice Total HST	Recoverable HST	*Eligible Cost (Net of HST)
TOTAL											

Recommended for payment request:

Date

[insert/print the name and title of the Recipient's authorized representative]

I have authority to bind the Recipient.

Recommended for payment:

Date

[insert/print the name of the Director]
Director, Ministry of Transportation

**SUB-SCHEDULE “J.2”
FORM OF DECLARATION OF PROJECT SUBSTANTIAL COMPLETION**

**DECLARATION OF PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert address of the Recipient’s authorized representative]
Attention: [insert the name and title of the Recipient’s authorized representative]
Email: [insert email address of the Recipient’s authorized representative]
Telephone No.: [insert telephone number of the Recipient’s authorized representative]

RE: Investing in Canada Infrastructure Program (ICIP) Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert name and title of the Recipient’s authorized representative], having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct;
 - (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitation, its obligations under Article A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada’s Requirements for Standards) to the Agreement, and no Event of Default, as defined in the Agreement, is currently occurring;

- (c) if the Recipient has incurred a cost overrun for the Project, the Recipient has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement;
 - (d) the Recipient has complied with all applicable provisions of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act;
 - (e) the work for the Project **[insert the Project unique ID and title]**:
 - (i) has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the “Project Substantial Completion Date”);
 - (ii) was carried out between _____ **[insert the start date]** and the Project Substantial Completion Date;
 - (iii) was supervised and inspected by qualified staff;
 - (iv) conforms with the plans, specifications, and other documentation for the work;
 - (v) conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing;
 - (vi) conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards; and
 - (vii) conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented.
2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the final Progress Report is true and correct.
 3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
 4. The value of completed work on the Project is \$ _____ **[insert the amount in Canadian dollars]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the Recipient's authorized representative]**

Title: **[insert/print the title of the Recipient's authorized representative]**

Witness Name: **[insert/print the name of the witness]**

Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

**SUB-SCHEDULE “J.3”
FORM OF CERTIFICATE FROM A PROFESSIONAL ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION**

[Note: This form is only for Tiers 2, 3 and 4 Projects and must be completed by an independent engineer for Tiers 3 and 4 Projects.]

**CERTIFICATE FROM A PROFESSIONAL ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert the address of the professional engineer]
Attention: [insert the name and title of the professional engineer]
Email: [insert the email address of the professional engineer]
Telephone No.: [insert the telephone number of the professional engineer]

RE: Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert the name and title of the professional engineer], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project [insert the Project unique ID and title]:

1. has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the “**Project Substantial Completion Date**”);
2. was carried out between [insert the start date] and the Project Substantial Completion Date;
3. was supervised and inspected by qualified staff;

4. conforms with the plans, specifications, and other documentation for the work;
5. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented, if applicable;
6. conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and
7. conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the professional engineer]**
Title: **[insert/print the title of the professional engineer]**

Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the witness]**

SUB-SCHEDULE “J.4”

FORM OF CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS

[Note: This form is only for Tiers 3 and 4 Projects.]

**CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert the address of an independent professional engineer]
Attention: [insert the name and title of the professional engineer]
Email: [insert the email address of the professional engineer]
Telephone No.: [insert the telephone number of the professional engineer]

RE: Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert the name and title of the professional engineer], an independent professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project is _____ [Insert Project percent complete] percent complete, and the Project:

1. was supervised and inspected by qualified staff;
2. conforms with the plans, specifications and other documentation for the work;
3. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
4. conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and

5. conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the professional engineer]**
Title: **[insert/print the title of the professional engineer]**

Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the witness]**

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.30.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiry Date of the Agreement.

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

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

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

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

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

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair;
and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

The Corporation of the 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

Whereas Section 31 (1) of the Fish and Wildlife Conservation Act, 1997 states that if a person believes on reasonable grounds that wildlife is damaging or is about to damage the person's property that the person may, on the person's land, harass the wildlife for the purposes of deterring it from damaging the person's property or capture or kill the wildlife; and

Whereas Section 31 (2) of the Fish and Wildlife Conservation Act, 1997 states that a person may use an agent to harass, capture or kill wildlife under Section 31 (1) of the Act if the agent has the authorization of the Minister or belongs to a class of agents prescribed by the regulations to the Act; and

Whereas Section 132 (1) (5) of Ontario Regulation 665/98 under the Fish and Wildlife Conservation Act, 1997 states that employees or agents of a municipality whose responsibilities relate to wildlife control belong to the class of agents for the purposes of Section 31 (2) of the Fish and Wildlife Conservation Act, 1997; and

Whereas Council adopted By-law No. 2010-111, as amended to appoint agents for the purposes of wildlife control; and

Whereas Council considered Memo No. 027-2020-CS at the December 1, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to appoint Matt Howe as an agent for the purpose of wildlife control within the City of Temiskaming Shores, for consideration at the December 1, 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 By-law No. 2010-11 entitled "a By-law to appoint agents for the purposes of wildlife control " be amended by deleting Section 3, and replacing it with the following:

That **Matt Howe** with Temiskaming Nuisance Wildlife Services is hereby appointed as an Agent of the municipality for the Purpose of Wildlife Control for The Corporation of the City of Temiskaming Shores.

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 1st day of December 2020.

Mayor – Carman Kidd

Clerk – Logan Belanger

The Corporation of the City of Temiskaming Shores

By-Law 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

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 the Municipal Act, 2001, Section 20(1) provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries; and

Whereas Council considered Administrative Report No. CS-046-2020 at the December 1, 2020 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into a Shared Services Agreement with the Municipality of Temagami for consideration at the December 1, 2020 Regular Council meeting;

Whereas the Council of the Corporation of the City of Temiskaming Shores and the Council of the Corporation of the Municipality of Temagami wish to enter into an Agreement for the provision of the City of Temiskaming Shores providing Building Services to the Municipality of Temagami.

Now therefore the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Agreement between the City of Temiskaming Shores and the municipality of Temagami for the provision of providing Building Services, as attached hereto as Schedule A, is hereby adopted.
2. That the Mayor and Clerk are hereby authorized to sign the Agreement on behalf of the Corporation of the City of Temiskaming Shores.

3. 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 1st, day of December, 2020.

Mayor – Carman Kidd

Clerk – Logan Belanger



Schedule A to
By-law No. 2020-120
Agreement between
The Corporation of the City of Temiskaming Shores
and
The Municipality of Temagami
for Chief Building Official and Building Inspector Services

This Agreement made as of this 1st day of December, 2020

Between:

The Corporation of The City of Temiskaming Shores
(hereinafter referred to as “the City”)

And:

The Municipality of Temagami

Whereas the City and the Municipality of Temagami wish to enter into an Agreement for the provision of the City providing Building Services (Attached as Appendix “A”) to the Municipality of Temagami upon the terms and conditions set out in this Agreement pursuant to Section 3 of the Building Code Act, S.O. 1992.

Now therefore witnesseth that in consideration of the terms, covenants and provisions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Term

The terms of this Agreement (the “Term”) shall begin November 1st, 2020 (the “Commencement Date”) and shall continue to remain in effect for a one (1) year period ending on October 31st, 2021 unless either party terminates this Agreement by providing the other party with written notice of termination ninety (90) days prior to the effective date of termination.

2. Fees

For the term of this agreement, the fees payable to the City for the provision of providing Building Services shall be at the annual rate of fifty thousand dollars (\$50,000) plus applicable taxes (the “Fees”). The Fees shall be billed quarterly by the City.

3. Qualifications and Experience

The City will provide qualified and certified Building Inspectors who are competent in conducting plans review and inspection services required under the Ontario Building Code.

4. Reporting

The Chief Building Official (CBO) for the City of Temiskaming Shores as appointed by the Municipality of Temagami shall report directly to the Deputy Treasurer for the Municipality of Temagami.

5. Deadlines

The parties hereby acknowledge that, under the OBC, all Ontario Municipalities are required to meet deadlines for responding to Building Permit Applications and are also required to complete inspections within certain timelines at different stages of construction. The Municipality of Temagami hereby agrees to provide the City with as much notice as possible, and in any event, not more than one (1) days' notice prior to the date of any building permit application decision that must be rendered and prior to the date of building inspection deadlines.

6. Administration

All administrative and inspection support services shall be completed by the Municipality of Temagami. Permit fees shall be issued, delivered and collected by the Municipality of Temagami.

The CBO and Building Inspector will be accessible by employees of the Municipality of Temagami and not the general public, unless so engaged by the CBO or Building Inspector, Monday to Friday from 8:30am to 4:30pm or after hours by telephone message or email.

7. Water Access

The Municipality of Temagami is responsible for providing transportation (boat with motor and snowmobile) for the provision of providing Building Services to properties accessible only by water in accordance with the deadlines as prescribed under the OBC.

8. Court Proceedings

The parties hereby acknowledge and agree that in the event that it becomes necessary to take any court action to enforce the provisions of the Building Code Act, OBC, Municipal By-laws or to respond to any action arising out of the enforcement, the Municipality of Temagami shall be responsible for any legal costs that may be incurred in undertaking or responding to the proceeding.

9. Indemnity

The Municipality of Temagami agrees that it shall, at all times, indemnify and save harmless the City of Temiskaming Shores, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the City of Temiskaming Shores or any of its officers, directors, employees or agents in connection with services performed, purportedly performed or required to be performed by the City of Temiskaming Shores.

10. Insurance

The Municipality of Temagami shall obtain and maintain throughout the term of this Agreement such insurance coverage as may be reasonably requested by the City including but not limited to:

- a) Comprehensive general liability insurance with limit of not less than five million (\$5,000,000.00) dollars per occurrence for bodily injury and/or property damage. The policy coverage must include personal injury, including harassment, discrimination, blanket contractual liability with cross-liability and severability of interest clauses;
- b) Professional liability and errors and omissions insurance in the amount of not less than one million (\$1,000,000.00) dollars;
- c) Property damage insurance against loss or damage by perils of “all risks” to the extent available and generally obtainable from time to time;

This required insurance coverage shall name the City as an additional insured. The Municipality of Temagami shall provide Certificates of Insurance showing compliance with this provision within thirty (30) days upon signing of this Agreement.

The required insurance coverage will not be cancelled or altered without thirty (30) days advance written notice to the City, unless otherwise required by law.

11. Workplace Safety Insurance Board Insurance

The Municipality of Temagami must be certified and in good standing with the Workers Compensation Board. The Municipality of Temagami agrees to submit to the City, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario.

Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Municipality of Temagami.

12. Records

All records and information received the City for the purpose of providing the Building Services shall remain the property of the Municipality of Temagami and shall not be divulged or revealed to third parties. Such records and information shall, upon termination of this Agreement, be returned to the Municipality of Temagami.

13. Consequence of Termination

In the event of termination of this Agreement for any reason:

- a) The City shall return to the Municipality of Temagami all records obtained by the City in connection with the performance of the Building Services, subject to the right of the City to retain copies of the said records for its own files; and
- b) There shall be a reconciliation of all amounts due and owing to the City for the Building Services as of the date of termination.

14. Notice

Any notice to be given pursuant to this Agreement shall be in writing and signed by the person giving such notice. Any notice, offer, payment, certificate or other communication required or desired to be given in connection with this Agreement may be delivered personally or may be sent by pre-paid registered post, e-mail or facsimile transmission addressed to:

If to the City, at:

The Corporation of the City of Temiskaming Shores
325 Farr Drive
P.O. Box 2050
Haileybury, ON
P0J 1K0
Attention: Clayton Seymour
cseymour@temiskamingshores.ca
(705) 672-3363 Extension: 4134

If to the Municipality of Temagami, at:

The Corporation of the Municipality of Temagami
7 Lakeshore Drive
P.O. Box 220
Temagami, ON
P0H 2H0
Attention: Sabrina Pandolfo
projects@temagami.ca
(705) 569-3421

And, any notice so delivered personally, by facsimile or by e-mail shall be deemed to have been received at the time of delivery, and any notice so mailed shall be deemed to have been effectively given and received on the fourth business day following and exclusive of the postmarked date thereof. Any party hereto may change his or its address for the purpose of this paragraph by giving notice of such change of address to the other parties hereto in the manner provided in this section.

15. Force Majeure

The City shall not be responsible for delays or any failure in the performance of their obligations under this Agreement resulting from acts of God, strikes, labour disturbances, illness, inclement weather or other emergencies and causes beyond the control of the City hereto.

16. Assignment

Neither party shall assign or transfer this Agreement.

17. Governing Law

This Agreement shall be governed by the law of the Province of Ontario.

18. Extension, Modification and Renewal

This Agreement may be amended or modified from time to time within the enforcement duties as described in the OBC. It shall not be amended or modified to include duties that are not prescribed within the OBC unless written consent from the City has been acknowledged. The course of dealing or of performance does not affect the waiver or modification of this Agreement unless adopted by the Council of the City of Temiskaming Shores and the Municipality of Temagami.

This Agreement shall expire one (1) year from its Commencement Date at which time a review of the Agreement by each party shall be undertaken. A By-law may be passed at the Council of each party to renew the Agreement once review has taken place.

19. Severability

If any term, covenant or provision of this Agreement or the application thereof to either party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or provision to the other party or circumstances other than those to which it is held invalid or unenforceable shall not be

affected thereby and each term, covenant or provision of this Agreement shall be valid and enforceable to the fullest extent of the law.

20. Binding Effect

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Remainder of Page left blank intentionally

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in
the presence of

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Municipality of Temagami

Municipal Seal

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Mayor – Dan O’Mara

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Clerk – Susie Fournier

Municipal Seal

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**Corporation of the City of
Temiskaming Shores**

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Mayor – Carman Kidd

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Clerk – Logan Belanger

Appendix 01 to By-law 2020-120

Building Services

1. Review plans, drawings, applications and specifications to determine whether the proposed construction of the building complies with the OBC;
2. Liaise with architects and engineers to ensure the OBC requirements are addressed in the design and engineering plans;
3. Review amended plans to ensure compliance with the requirements of the OBC;
4. Whenever possible, plans examination services is to be carried-out in the Municipal Office in the City of Temiskaming Shores;
5. Review other materials to determine whether the proposed construction of the building complies with the OBC;
6. Issue Change of Use Permits;
7. Renovation Permits;
8. Issue Plumbing Permits;
9. Issue Building Permits;
10. Issue Stop Work Orders;
11. Issue Orders;
12. Issue Occupancy Permits;
13. Prepare the Building Annual Report;
14. Conduct inspections of the construction of all buildings at all phases of construction required under the OBC or the Regulations there under;
15. Issue Inspection Reports; and
16. Perform or recommend the performance of such other functions as may be required under the OBC or the regulations relating thereto.

The Corporation of the City of Temiskaming Shores

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

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. 2019-001, being a by-law to appoint Council Committees and Council Representatives to various Boards & Committees for the December 1, 2018 to November 30, 2022 Term of Council, on December 3, 2018; and

Whereas Council considered Memo No. 030-2020-CS at the December 1, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2019-001 for various committee appointments, for consideration at the December 1, 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 Schedule "A" to By-law No. 2019-001 is deleted and replaced in its entirety with the new Schedule "A" attached hereto.
2. That all other terms and conditions of By-law No. 2019-001 shall remain in effect.
3. That this By-law shall come into full force and effect on January 1, 2021.

Read a first, second and third time and finally passed this 1st day of December 2020.

Mayor – Carman Kidd

Clerk – Logan Belanger

To Amend By-law No. 2019-001

Schedule "A"
Appointment of Council Committees and
Council Representatives to Boards and Committees for
the Corporation of the City of Temiskaming Shores

Boards/Committees	Council Member(s) Appointed
Accessibility Advisory Committee	Carman Kidd Mike McArthur
Age Friendly Committee	Patricia Hewitt
Bicycle Friendly Committee	Carman Kidd Jesse Foley
Business Improvement Area Board of Management	Jeff Laferriere
Committee of Adjustment (appointed annually)	Carman Kidd
Emergency Management Program Committee	Carman Kidd
Healthy Kids Community Challenge Steering Committee	Patricia Hewitt
District of Timiskaming Social Services Administration Board	Doug Jelly Patricia Hewitt
Earlton-Timiskaming Regional Airport Authority	Carman Kidd
New Liskeard Non-Profit Housing Corporation (105 Market Street)	Jeff Laferriere
Northeastern Ontario Mayors' Action Group	Carman Kidd
Police Services Board	Doug Jelly Danny Whalen
Provincial Offences Act Advisory Committee	Doug Jelly Jeff Laferriere
Public Library Board	Patricia Hewitt Jeff Laferriere
South Temiskaming Active Travel Organization	Carman Kidd Doug Jelly Danny Whalen
Temiskaming Shores Development Corporation	Carman Kidd Patricia Hewitt Mike McArthur
Temiskaming Municipal Association	Carman Kidd Danny Whalen
Temiskaming Shores Splash Pad Committee	Jesse Foley Mike McArthur
Timiskaming Health Unit Board of Health	Carman Kidd Mike McArthur Jesse Foley
Transit Committee	Carman Kidd - Alternate Patricia Hewitt Mike McArthur

The Corporation of the City of Temiskaming Shores

By-law No. 2020-122

Being a by-law to authorize the execution of a Site Plan Control Agreement with RK Breau Development Inc.

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 Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area;

And whereas the Council of the Corporation of the City of Temiskaming Shores passed By-law No. 2018-097 designating the City of Temiskaming Shores as Site Plan Control Areas;

And whereas Council considered Administrative Report No. CS-048-2020 at the December 1, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Site Plan Agreement with RK Breau Development Inc. for consideration during the by-law portion of the December 1, 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. The Mayor and Clerk are hereby authorized to enter into a Site Plan Control Agreement with RK Breau Development Inc., a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That a Notice of Agreement be registered at the Land Titles Office in Haileybury to register Schedule "A" to this by-law; and
3. That this by-law takes effect on the day of its final passing; and
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 1st day of December 2020.

Mayor- Carman Kidd

Clerk - Logan Belanger



Schedule “A” to
By-law No. 2020-122
Site Plan Control Agreement
(RK Breau Development Inc.)

This agreement, made in triplicate, this ____ day of _____, 2020.

Between:

The Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050, Haileybury, ON P0J 1K0
(hereinafter called the "**City**")

And:

RK Breau Development Inc.
93 Zetta Court, New Liskeard, ON P0J 1P0
(hereinafter called the "**Owner**")

Whereas the City of Temiskaming Shores enacted Site Plan Control Area By-law No. 2018-097 pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "**Act**");

And Whereas By-law No. 2018-097 also sets out policies for site plan control assurances;

And Whereas by an application dated on or about October 30th, 2020, the Owner applied to the City for site plan approval in respect of its development described in Schedule "A";

And Whereas the Owner owns the property described as 310 Grant Drive; Dymond Concession 3 North Part of Lot 9; RP 54R-6021 Parts 3 and 4, RP 54R-6084 Parts 1-6;

Now Therefore in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

Conditions for Site Plan Control Agreement

This Agreement shall apply to the Lands, and to the development and redevelopment of the Lands.

The Owner covenants and agrees:

1. That no development or redevelopment will proceed on the Lands except in accordance with the Plans approved by the City pursuant to Section 41 of the Planning Act R.S.O. 1990, c.P.13, and more specifically identified in Appendix 1 to 9 inclusive attached hereto (collectively, the "**Plans**");
2. That the proposed buildings, structures and other works shown on the Plans with respect to the Lands shall be completed in conformity with the Plans;
3. To carry out all works in such a manner as to prevent erosion of earth, debris and

other material from being washed or carried in any manner onto any road or road allowance whether opened or unopened or onto the property of any other person or persons;

4. To obtain Storm Water Management Plan approval from the City and the Ministry of Transportation (the "**MTO**"). To provide and construct all stormwater management works and drainage of the Lands to the satisfaction of the City and the MTO acting reasonably, as shown on the Plans; and further agrees to maintain same to the satisfaction of the City and the MTO. In the event that an amendment to any plan or design is required, all costs associated will be the responsibility of the Owner;
5. To construct an entrance/exit in the locations as shown on the Plans to the satisfaction of the City;
6. To provide such pavement markings, sidewalks, paving, curb cuts, and to landscape the Lands as shown on the Plans and further agrees to maintain same to the satisfaction of the City;
7. That prior to the work commencing, arrangements for the necessary permits and approvals must be made with the MTO and the City's Public Works Department and Building Department;
8. That all required work on the property in respect to municipal water and sanitary sewer must be carried out in accordance with City specifications, by a contractor approved by the City, at the expense of the Owner;
9. That the Owner's engineer shall conduct testing of water and sanitary sewer services and confirm in writing to the Manager of Environmental Services that testing has been completed to the satisfaction of the City;
10. That upon completion of installation and construction of all of the services, works and facilities, the Owner shall supply the City with a certificate from the Owner's engineer verifying that the services, works and facilities were installed and constructed in accordance with the approved plans and specifications.
11. That all entrances, exits and fire routes within the parking areas shall, at all times, be kept clean and clear of snow or debris to the satisfaction of the City acting reasonably, failing which the City shall notify the Owner in writing by registered mail and allow the Owner two (2) business days from receipt of the written notice to perform the required work. If the Owner does not complete the required work within two (2) business days the City shall have the right to enter upon the parking areas, undertake the clearing and removal of snow or debris on all entrances, exits and fire routes and recover from the Owner all reasonable costs, by action or in like manner as municipal taxes (post project completion) as provided as taxes that are overdue and payable.

12. That all conditions as set out in this agreement and as shown on the Plans inclusive, shall be completed within one (1) year of the issuance of an Occupancy Permit. That all work shown on the Plans that is legislated by Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
13. That all conditions as set out in the agreement and as shown on the Plans inclusive, shall be completed within two (2) years of the issuance of any building permit. All work shown on the Plans that is legislated by the Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
14. That prior to receiving a building permit, the Owner will deposit with the City, the sum of \$100,230 in Canadian Dollars by way of a certified cheque, cash or an irrevocable Letter of Credit to ensure the satisfactory performance of all work to be done on the subject lands, to ensure fulfilment of all terms and conditions of this Agreement.
 - (a) The Letter of Credit must be arranged such that draws may be made by the City, if necessary, in accordance with the terms and conditions of this Agreement.
 - (b) Upon completion of all works and services required by this Agreement to the satisfaction of the City acting reasonably, the City shall return any deposit to the then owner of the property.
 - (c) Should the owner fail to comply with the terms and conditions of this agreement the City may undertake the required work. Should the owner fail to pay the City forthwith upon demand, the City shall apply all or such portion of the deposit as may be required towards the cost.
 - (i) Should the cost exceed the amount of the deposit, the City will invoice the Owner for the additional amount.
15. That the Owner will indemnify the City and each of its officers, servants, and agents from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned to be performed by the Owner or its contractors, officers, servants or agents or of the supply or non-supply of material therefore to be supplied by the Owner or its contractors, officers, servants or agents, provided such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence on the part of the Owner or its contractors, officers, servants or agents.
16. That the Owner shall not hold the City responsible for any and all costs related to the provision of revised site plans.

17. That the Owner consents to the registration of this Agreement against the Lands by way of "Notice of Agreement" and understands that the said Notice of Agreement shall remain on title to the Lands in perpetuity or until mutual consent of the Owner and the City to remove the Notice of Agreement from title.
18. That the Owner understands and agrees that it shall be responsible for all fees incurred in the registration of this Agreement against the title to the Lands and for all registration fees incurred in the registration of any subsequent amendment or deletion of the Agreement from title and for any approvals or consents required to register this Agreement.
19. The Owner shall arrange for and shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages, or other similar documents registered prior to the registration of this Agreement.
20. That the Owner understands and agrees that any modifications to the site, additional structures, building additions and/or new buildings on the Lands shall require an amendment to this Agreement, if deemed by the City to be of a magnitude to warrant such an amendment.
21. The following Appendices are attached to this agreement:

Appendix 1 – SITE PLAN; DRAWING #: A100; DRAWN BY: L 360 ARCHITECTURE; 08/10/2020; RK. BREAU DEVELOPMENT.

Appendix 2 – LANDSCAPING PLAN; DRAWING #: A101; DRAWN BY: L 360 ARCHITECTURE; 02/10/2020; RK. BREAU DEVELOPMENT.

Appendix 3 – OVERALL FLOOR PLAN; DRAWING #: A200; DRAWN BY: L 360 ARCHITECTURE; 02/10/2020; RK. BREAU DEVELOPMENT.

Appendix 4 – OVERALL ROOF PLAN; DRAWING #: A201; DRAWN BY: L 360 ARCHITECTURE; 02/10/2020; RK. BREAU DEVELOPMENT.

Appendix 5 – ELEVATIONS; DRAWING #: A100; DRAWN BY: L 360 ARCHITECTURE; 02/10/2020; RK. BREAU DEVELOPMENT.

Appendix 6 – SITE SERVICING PLAN AND PROFILE; PROJECT #2019-0180-NL; DRAWN BY: SHABA TESTING SERVICES LTD.; OCTOBER 2020; RK. BREAU DEVELOPMENT.

Appendix 7 – DYMOND SQUARE SITE GRADING PLAN; PROJECT #2019-0180-NL; DRAWN BY: SHABA TESTING SERVICES LTD.; OCTOBER 2020; RK. BREAU DEVELOPMENT.

Appendix 8 – CONSTRUCTION DETAILS; PROJECT #2019-0180-NL; DRAWN

BY: SHABA TESTING SERVICES LTD.; OCTOBER 2020; RK.
BREAU DEVELOPMENT.

Appendix 9 – DYMOND SQUARE PARKING AREA DESIGN CROSS
SECTIONS; PROJECT #2019-0180-NL; DRAWN BY: SHABA
TESTING SERVICES LTD.; OCTOBER 2020; RK. BREAU
DEVELOPMENT.

Appendix 10 – Site Servicing and Stormwater Management Report

This Agreement shall be binding upon the parties hereto and their respective successors
and assigns.

Remainder of Page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in
the presence of

RK. Breau Development Inc

Roger Breau

Title: _____

Witness - Signature

Witness (Print Name)

Municipal Seal

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – Logan Belanger

The Corporation of the City of Temiskaming Shores
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

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 1, 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 1st day of December, 2020.

Mayor – Carman Kidd

Clerk – Logan Belanger