



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, December 21, 2021 – 6:00 p.m.
Electronic Meeting

Agenda

Land Acknowledgement

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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 Resolution

Moved by: Councillor

Seconded by: Councillor

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

a) Regular Meeting of Council – December 7, 2021; and

b) Special Meeting of Council – December 14, 2021.

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

None

8. Question and Answer Period

9. Presentations / Delegations

None

10. Communications

a) Federation of Northern Ontario Municipalities (FONOM)

Re: FONOM 2022 Annual Conference (In-Person), May 9-11, 2022

Reference: Received for Information

b) Ms. Jill Vienneau, Assistant Deputy Minister, Broadband Strategy Division – Ministry of Infrastructure

Re: Building Broadband Faster Act Guideline and Regulations – 2021-12-01

Reference: Received for Information

- c) Ms. Roseann Knechtel, Deputy Clerk/ Planner Coordinator – Township of Mulmur

Re: Truth and Reconciliation Calls to Action – 2021-12-13

Reference: Received for Information

- d) Mr. Trevor Fleck, Director of Intergovernmental Policy Branch – Ministry of Infrastructure

Re: Investing in Canada Infrastructure Program - Green funding stream 2021– Unsuccessful Application - 2021-12-15

Reference: Received for Information

- e) Municipal Property Assessment Corporation

Re: 2021 Municipal Partnerships Report

Reference: Received for Information

- f) Municipal Property Assessment Corporation

Re: City of Temiskaming Shores Assessment Change Summary

Reference: Received for Information

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

11. Committees of Council – Community and Regional

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the Temiskaming Sores Public Library Board meeting held on October 27, 2021.

12. Committees of Council – Internal Departments

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the Building Maintenance Committee meeting held on November 17, 2021;
- b) Minutes of the Corporate Services Committee meeting held on November 23, 2021;
- c) Minutes of the Protection to Persons and Property Committee meeting held on November 17, 2021; and
- d) Minutes of the Public Works Committee meeting held on November 17, 2021.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Lack of Recycling Options, Agricultural Bale Wrap and Twine, and Boat Shrink Wrap (Town of Georgina)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas Council for the Town of Georgina sent a letter to Canadian and Provincial governmental agencies regarding the lack of recycling options for agricultural bale wrap/twine and boat shrink wrap on November 29, 2021.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the Town of Georgina's letter to promote the well-being of the environment and to make recycling programs more accessible to farmers and boaters across the Country; and

Further that a copy of this resolution be circulated to the Honourable David Piccini, Minister of the Environment, Conservation and Parks; the Honourable Jonathan Wilkinson, Minister Environment and Climate Change Canada; the Honourable Lisa Thompson, Minister of Agriculture, Food and Rural Affairs; and the Honourable Marie-Claude Bibeau, Minister of Agriculture and Agri-Food.

b) 2022 Municipal Operating Budget

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas staff presented the 2022 Municipal Operating Budget to Council at a Special meeting on December 14, 2021.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby adopts, in principle, its 2022 Municipal Operating Budget estimates utilizing a 1.0% increase to the Municipal Tax Levy as follows:

Department	Net Budget Estimates
General Government	\$ 2,694,516
Policing	2,229,187
Health & Social Services	2,894,741
Fire & Emergency Management	503,248
Economic Development	312,752
Recreation	1,637,099
Property Maintenance	581,805
Public Works	3,974,312
Transit	196,310
Libraries	388,957
Capital Financing	903,415
OMPF	<u>(3,202,400)</u>
Net Municipal Operations	\$13,113,942

And further that Council adopts, in principle, the 2022 Environmental Operating Budget estimates utilizing a 2.0% increase as follows:

Environmental Services	Net Budget Estimates
Administration	\$1,600,077
Sewage Treatment & Collection	978,700
Water Treatment & Distribution	1,659,509
Capital Financing	<u>682,778</u>
Net Environmental Operations	\$4,921,064

2022 Municipal Capital Budget

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas staff presented the 2022 Municipal Capital Budget to Council at a Special meeting on December 14, 2021.

Now therefore be it resolved that Council hereby adopts, in principle, the 2022 General Capital Budget estimates as follows:

Department	Budget Estimates
Corporate Services	\$320,000
Fire & Emergency Management	31,000
Public Works	8,459,810
Recreation Services	638,000
Property Maintenance	4,120,000
Fleet	972,510
Transit	<u>335,000</u>
General Capital Project Total	\$14,876,320

And further that Council hereby adopts, in principle, the 2022 Environmental Capital Budget estimates as follows:

Department	Budget Estimates
Environmental Projects	\$1,335,000

c) Approval of Attendance at various Conferences

Federation of Northern Ontario Municipalities

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Mayor Kidd, Councillor Foley and Councillor McArthur** at the Federation of Northern Ontario Municipalities (FONOM) Conference scheduled on May 9-11, 2022 in North Bay; and

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

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

Association of Municipalities of Ontario

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Councillor McArthur** at the annual Association of Municipalities of Ontario (AMO) Conference scheduled for August 14-17, 2022 in the City of Ottawa; and

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

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

d) Approval to transfer surplus/deficit funds to/from Doctor Recruitment Reserve

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit in 2021 for Doctor Recruitment to/from the Doctor Recruitment Reserve.

e) Approval to transfer surplus/deficit funds to/from the Library Reserve

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit in 2021 relating to the Temiskaming Shores Library to/from the Library Reserve.

f) Approval to transfer funds from the Safe Restart Funding Reserve

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer funds in 2021 from the Safe Restart Program Reserve to offset costs incurred per the Agreement (By-law No. 2021-036).

g) Approval to transfer surplus funds to the Election Reserve

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus budget in 2021 relating to Elections to the Election Reserve.

h) Approval to transfer surplus/deficit funds to/from the Bucke Park Reserve

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit in 2021 for Bucke Park operations to/from the Bucke Park Reserve.

i) Approval to transfer surplus/deficit funds to/from the Medical Centre Reserve

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit in 2021 for the Medical Centre to/from the Medical Centre Reserve.

j) Approval to transfer surplus/deficit funds to/from the Landfill Reserve

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit in 2021 for the Landfill operations to/from the Landfill Reserve.

k) Approval to transfer surplus/deficit funds to/from the Business Improvement Area (BIA) Reserve

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit in 2021 for the Business Improvement Area (BIA) to/from the BIA Reserve.

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that The Corporation of the City of Temiskaming Shores hereby directs the Treasurer to transfer any surplus/deficit in 2021 for Transit operations to/from the Municipal Transit Reserve.

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that The Corporation of the City of Temiskaming Shores hereby directs the Treasurer to transfer any surplus/deficit in 2021 for Cemetery operations to/from the Cemetery Reserve.

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for The Corporation of the City of Temiskaming Shores hereby agrees that any surplus or deficit from the 2021 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 2021 Municipal Budget Environmental Operations be transferred to or transferred from the Environmental Water Working Fund Reserve and/or Environmental Sewer Working Fund Reserve account.

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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 2021 to the Fleet Replacement Reserve.

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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.

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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.

r) Memo No. 047-2021-CS – FedNor Agreement for Accessibility Upgrades at the Don Shepherdson Memorial Arena

Draft Motion

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 047-2021-CS; and

That Council directs staff to prepare the necessary By-law to enter into a funding agreement with the Federal Economic Development Agency for Accessibility Upgrades at the Don Shepherdson Memorial Arena, in the amount of \$500,000 for consideration at the December 21, 2021 regular meeting.

s) Memo No. 048-2021-CS – POA Prosecutor Agreement with Phillip Jones

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 048-2021-CS; and

That Council directs staff to prepare the necessary by-law to enter into a Contract Agreement for POA Court Prosecution Services with Phillip Jones, and to repeal the previous agreement (By-law No. 2017-133), for consideration at the December 21, 2021 regular meeting.

t) Administrative Report No. CS-046-2021 – Cemetery Fee Update

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-046-2021; and

That Council directs staff to amend By-law No. 2012-039 (Departmental User Fees) to update Cemetery Services Fees, for consideration at the December 21, 2021 Regular Council meeting.

u) Administrative Report No. CS-047-2021 – Marriage Solemnization Fee Update

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-047-2021; and

That Council directs staff to amend By-law No. 2015-026 (Civil Marriage Solemnization Policy for the City of Temiskaming Shores), for the revision of Civil Marriage Solemnization Fees and other administrative changes, for consideration at the December 21, 2021 regular meeting.

v) Administrative Report No. CS-048-2021 – Award Tender to Appoint an Integrity Commissioner

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-048-2021; and

That Council directs staff to prepare the necessary By-law to enter into a two (2) year agreement with Harld G. Elston for Integrity Commissioner Services, and to appoint Harld G. Elston as the Integrity Commissioner for the City of Temiskaming Shores, for consideration at the December 21, 2021 regular meeting.

w) Administrative Report No. CS-049-2021 – Haileybury Food Bank Lease Agreement

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-049-2021; and

That Council directs staff to prepare the necessary By-law to renew the lease for the Haileybury Food Bank for a period of five (5) years, effective January 1, 2022, for the rental of space at 500 Broadway Street, at a rate of \$1.00/year, for consideration at the December 21, 2021 regular meeting.

x) Administrative Report No. CS-050-2021 – Funding Agreement for the 2022 Prospectors and Developers Association of Canada (PDAC) Convention

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-050-2021; and

That Council directs staff to prepare the necessary By-law to enter into a funding agreement with the Federal Economic Development Agency for the Northern Ontario Mining Showcase at the 2022 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 7 – 9, 2022, in the amount of \$695,000 for consideration at the December 21, 2021 regular meeting.

y) Administrative Report No. CS-051-2021 – Feast on the Farm Event

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-051-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Culinary Tourism Alliance and Destination Northern Ontario to host a Feast on the Farm event in Fall 2022, for consideration at the December 21, 2021 Regular Council meeting.

z) Memo No. 021-2021-PW – Water and Sewer Rates

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2021-PW;

That Council approved a capital capital project for the installation of water meters in the remaining ICI establishments as well as multi-residential properties with 3 or more units, in principle, through the 2022 Budget process; and

That Council hereby repeals Resolution No. 2021-2021, adopted at the May 4, 2021 Regular Council meeting to approve the implementation of a new rate method for water and sewer rates, which would have become effective on January 1, 2022.

aa) Administrative Report PW-026-2021 – Grant Drive Extension

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-026-2021; and

That as outlined in By-law No. 2017-015, *Procurement Policy, Section 10*, Council approves to waive the tendering procedure, and directs Staff to prepare the necessary By-law to enter into an agreement with EXP Services Inc. for the finalization of design, tender preparation and Contract Administration for the municipal portion of the Grant Drive Extension at a cost of \$ 34,350.00, plus applicable taxes, for consideration at the December 21, 2021 Regular Council meeting.

bb) Memo No. 014-2021-RS – Recreation Department Fee Schedule 2022-2024

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 014-2021-RS; and

That Council directs staff to amend By-law No. 2012-039 (Departmental User Fees) to update Recreational Fees for 2022 to 2024, for consideration at the December 21, 2021 Regular Council meeting.

16. By-laws

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2021-182 Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Accessibility Upgrades at the Don Shepherdson Memorial Arena (Project No. 851-513779)

By-law No. 2021-183 Being a By-law to enter into a Contract Agreement for POA Court Prosecution Services – Phillip Jones (Repeals By-law No. 2017-133)

By-law No. 2021-184 Being a by-law to amend By-law No. 2012-039, a by-law to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores (Cemetery Services – Price Lists)

By-law No. 2021-185 Being a by-law to amend By-law No. 2015-026, being a by-law to adopt a Civil Marriage Solemnization Policy for the City of Temiskaming Shores – Fees

By-law No. 2021-186 Being a by-law to appoint an Integrity Commissioner for the City of Temiskaming Shores (Harold G. Elston)

By-law No. 2021-187 Being a by-law to authorize the entering into a lease agreement with the Haileybury Food Bank for rental space at 500 Broadway Street

By-law No. 2021-188 Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Pavilion at the 2022 PDAC Event in Toronto (Project No. 852-513637)

By-law No. 2021-189 Being a by-law to enter into an agreement with the Culinary Tourism Alliance, Destination Northern Ontario and The Corporation of the City of Temiskaming Shores for the 2022 Feast to Farm Event

By-law No. 2021-190 Being a by-law to enter into an agreement with EXP Services Inc. for the finalization of design, tender preparation and Contract Administration for the municipal portion of the Grant Drive Extension

By-law No. 2021-191 Being a by-law to amend By-law No. 2012-039, as amended being a by-law to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores – Schedule “D” Recreation Fees

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2021-182;	By-law No. 2021-187;
By-law No. 2021-183;	By-law No. 2021-188;
By-law No. 2021-184;	By-law No. 2021-189;
By-law No. 2021-185;	By-law No. 2021-190; and
By-law No. 2021-186;	By-law No. 2021-191

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 Meeting – Tuesday, January 18, 2022 at 6:00 p.m.
- b) Regular Meeting – Tuesday, February 1, 2022 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

None

20. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2021-192 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **December 14, 2021**, and for its Regular meeting held on **December 21, 2021** be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2021-192 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council hereby adjourns its meeting at _____ p.m.



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, December 7, 2021 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Minutes

Land Acknowledgement

Mayor Kidd began the meeting by observing the following Land Acknowledgement:

We acknowledge that we live, work and gather on the traditional and unceded Territory of the Algonquin People, specifically the Timiskaming First Nation.

We recognize the presence of the Timiskaming First Nation in our community since time immemorial, and honour their long history of welcoming many Nations to this beautiful territory and uphold and uplift their voice and values.

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 (6:03 p.m. electronic), Doug Jelly, Jeff Laferriere, Mike McArthur (electronic), and Danny Whalen

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

Jennifer Pye, Planner
Stephanie Levielle, Treasurer

Regrets: N/A

Media: N/A

Members of the Public: 10

3. Review of Revisions or Deletions to Agenda

Due to a declared conflict of interest related to the Integrity Commissioner items in Section 15 - New Business, item d) Memo No. 043-2021-CS, and in Section 16 - By-laws, No. 2021-177, the items will be discussed in successive order.

4. Approval of Agenda

Resolution No. 2021-501

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Mayor Kidd declared a Conflict of Pecuniary Interest related to **Section 15 – New Business Item d) Memo No. 043-2021-CS – Integrity Commissioner Agreement Extension**, and for **Section 16 – Bylaws No. 2021-177 to amend By-law No. 2021-141 to appoint an Interim Integrity Commissioner for the City of Temiskaming Shores** as he is the subject of an ongoing proceeding related to a decision of the Integrity Commissioner on a Conflict-of-Interest Complaint Report.

6. Review and adoption of Council Minutes

Resolution No. 2021-502

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

a) Regular Meeting of Council – November 16, 2021.

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) Randall Kober, Master Lecturer - McEwen School of Architecture - Laurentian University

Re: Wabi River Active Travel Bridge

Mr. Randall Kober began the presentation by stating that he and nine students were in attendance to represent Laurentian University, and discussed the McEwen School of Architecture - a community-based school, for the North and of the North, supporting Laurentian University's tri-cultural mandate, as well as to support the Northern Ontario timber industry.

Ms. Brooklyn Roy continued the presentation by outlining that the goal of the project was to further activate a community in a state of growth; attract tourism; provide a safer and more friendly crossing for outdoor recreational trail systems; and to highlight and celebrate local history. Further, the vision was to create a unique and bold design that could be seen as a landmark with a strong interest in innovation and identification.

To become familiar with the Timiskaming District, the students toured the area in September 2021, to visit various attractions, including the view from around the lake and into Quebec. They spent time in the New Liskeard down-town core to complete a site analysis, and to develop a plan that is future-focused. Ms. Roy reviewed the conceptual approach for the proposed Wabi River bridge, and discussed the methodology on how the location for the bridge was best mapped to support travel and the views, including connectivity to the STATO trail. The construction of the bridge would accommodate the width of the current trail system, and the design acknowledges the Northern vernacular topologies, and local industry. The roof structure was included not only to extend the lifespan of the bridge, but to frame the views. In addition, the bridge design included adequate clearance for recreational water traffic, and would have a smooth transition to meet accessibility standards.

Mr. Brett Walter discussed the approaches and connections for the bridge, diagrams were displayed of the various viewpoints and profiles of the structure,

along with its design features. The bridge would be constructed from products to support northern industries, including wood (glulam construction), corrugated steel rood, steel mesh railing, galvanized steel hardware and local limestone finishes. Renderings of the structure were shown to include what the potential landscape could look like, including a dock to invite people to the water's edge, amphitheater seating, and the extensions to boardwalks. The additions are meant to encourage residents and visitors to stop and enjoy the area, as well as the additional foot paths. Lastly, Mr. Walter presented a new logo for consideration that would incorporate the design elements of the bridge and boardwalks.

Mayor Kidd thanked Mr. Randall Kober and the students for their work on this project, and invited questions from members of Council.

Councillor Whalen congratulated the participants on the presentation and on the design, particularly how they looked at the local history, and incorporated cultural recognition. A great statement piece.

Councillor McArthur discussed if funding opportunities are available, with the possibly of fundraising activities through the support of the community, the bridge could become a reality in Temiskaming Shores.

Mayor Kidd stated that the James Franks, Economic Development Officer will be discussing grant possibilities with various funding agencies, and thanked Denise Deschamps with FedNor for connecting the City with Laurentian University to develop this partnership. Mr. Franks thanked the students and for their time spent in the area, and noted that the concept came from the Recreation Master Plan. Staff will be working to see how the project can move forward.

10. **Communications**

- a) Jennifer Astrologo, Director of Council Services/ Clerk – Town of LaSalle

Re: COVID-19 Testing Requirement at Land Border, 2021-11-15

Reference: Received for Information

- b) Ontario Public Transit Association (OPTA)

Re: Keeping Transit Running: What's Happened and What's Ahead

Reference: Referred to the Transit Committee

- c) Earleton-Timiskaming Regional Airport Authority (ETRAA)

Re: ETRAA Managers Report and Financials for July 2021; August 2021, and September 2021

Reference: Received for Information

- d) Kirby Seymour and Judy Seymour, Residents

Re: Clarification for Laneway between 116 Lakeshore Road and Broadwood Avenue, 2021-11-25

Reference: Received for Information

- e) Town of Georgina

Re: Lack of Recycling Options, Agriculture Bale Wrap and Twine, and Boat Shrink Wrap, 2021-11-29

Reference: Received for Information

- f) Bonnie Nistico-Dunk, City Clerk – City of St. Catharines

Re: National Childcare Program, 2021-12-01

Reference: Received for Information

- g) Fred Hahn, President of CUPE Ontario

Re: Concerns with the Ontario Municipal Employees Retirement System (OMERS) Investment Performance

Reference: Received for Information

- h) OMERS Bulletin

Re: Response to letter from CUPE Ontario regarding OMERS investment performance

Reference: Received for Information

Resolution No. 2021-503

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2021-504

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

- a) Minutes of the Age Friendly Committee meeting held on October 5, 2021;
- b) Minutes of the Climate Change Committee meeting held on October 26, 2021;
- c) Minutes of the Committee of Adjustment meeting held on August 25, 2021;
- d) Minutes from the Earleton-Timiskaming Regional Airport Authority meeting held on September 23, 2021;
- e) Minutes from the District of Timiskaming Social Services Administration Board meetings held on October 20, 2021 and on November 4, 2021; and
- f) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on November 3, 2021.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2021-505

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Minutes of the Building Maintenance Committee meeting held on October 20, 2021;

- b) Minutes of the Corporate Services Committee meeting held on October 20, 2021;
- c) Minutes of the Protection to Persons and Property Committee meeting held on October 20, 2021;
- d) Minutes of the Public Works Committee meeting held on October 20, 2021; and
- e) Minutes of the Recreation Committee meeting held on November 8, 2021.

Carried

13. Reports by Members of Council

Councillor Jelly commented that he attended the Age Friendly Committee meeting following his recent appointment as Council representative. There are two new representatives on the Committee, and he commends the volunteers and staff for their work. He looks forward to his time on the Committee.

Councillor Whalen commented that there is a new funding stream available to municipalities who experience road infrastructure damage due to aggregate extraction. The City will be receiving an annual amount for a five (5) year period.

14. Notice of Motions

None

15. New Business

- a) **Municipality of Mattice – Val Cote - Request to Provincial Government to reconsider postponement of MPAC property assessment updates**

Resolution No. 2021-506

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Whereas Council for the Municipality of Mattice - Val Cote adopted a resolution requesting the province to reconsider postponement of the MPAC property assessment updates at its meeting held on November 8, 2021; and

Whereas the government of Ontario recently announced the continued postponement of the province-wide assessment update for the 2022 and 2023 taxation years, and;

Whereas this means that property values will continue to be based on the January 1, 2016 valuation date until at least 2024, and;

Whereas the continued postponement of property valuation translates into a significant loss of taxation revenue for Municipalities.

Therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the Municipality of Mattice - Val Cote's request to the Government of Ontario to reconsider its decision and to direct MPAC to proceed with a province-wide assessment update for Ontario municipalities to collect property taxes based upon actual property values; and

Further that a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; John Vanthof, MPP - Timiskaming Cochrane; MPAC; AMO; and the Municipality of Mattice – Val Cote.

Carried

b) Approval of Council Meeting Schedule – January 2022 to July 2022

Resolution No. 2021-507

Moved by: Councillor Whalen

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 2022 to July 2022:

Tuesday, January 18, 2022	Regular Meeting
Tuesday, February 1, 2022	Regular Meeting
Tuesday, February 15, 2022	Regular Meeting
Tuesday, March 1, 2022	Regular Meeting
Tuesday, March 15, 2022	Regular Meeting
Tuesday, April 5, 2022	Regular Meeting
Tuesday, April 19, 2022	Regular Meeting
Tuesday, May 3, 2022	Regular Meeting
Tuesday, May 17, 2022	Regular Meeting
Tuesday, June 7, 2022	Regular Meeting
Tuesday, June 21, 2022	Regular Meeting

Carried

c) Memo No. 042-2021-CS – Annual Accessibility Status Report

Resolution No. 2021-508

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 042-2021-CS; and

That Council for the City of Temiskaming Shores receives the Accessibility Status Report 2021 for information, and directs staff to post on the City's website.

Carried

d) Memo No. 043-2021-CS – Integrity Commissioner Agreement Extension

Mayor Kidd disclosed a pecuniary interest with Memo No. 043-021-CS, and By-law No. 2021-177; therefore, did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2021-510, Resolution No. 2021-511 and Resolution No. 2021-512

Resolution No. 2021-509

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby designates Councillor Foley to chair the meeting.

Carried

Resolution No. 2021-510

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 043-2021-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2021-141, being a by-law to appoint an Interim Integrity Commissioner for the City of Temiskaming Shores, to extend the contract term to January 5, 2022, for consideration at the December 7, 2021 regular meeting.

Carried

Resolution No. 2021-511

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

Be it resolved that:

By-law No. 2021-177 Being a by-law to amend By-law No. 2021-141 to appoint an Interim Integrity Commissioner for the City of Temiskaming Shores

be hereby introduced and given first and second reading.

Carried

Resolution No. 2021-512

Moved by: Councillor Whalen
Seconded by: Councillor Laferriere

Be it resolved that **By-law No. 2021-177** be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

Resolution No. 2021-513

Moved by: Councillor Laferriere
Seconded by: Councillor Jelly

Be it resolved that Mayor Kidd resumes as Chair of the meeting.

Carried

e) Memo No. 044-2021-CS – Municipal Accommodation Tax

Resolution No. 2021-514

Moved by: Councillor Laferriere
Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 044-2021-CS;

That Council supports in principle the recommendation of the Temiskaming Shores Economic Development Corporation to implement a Municipal Accommodation Tax at the rate of 4% to be charged to overnight visitors of our local accommodations as of January 1, 2023; and

That Council directs staff to meet and consult with stakeholders in early 2022 to develop the program and report back to Council.

Carried

f) Memo No. 045-2021-CS - Great Northern Ontario Roadshow

Resolution No. 2021-515

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 045-2021-CS for information purposes.

Carried

g) Memo No. 046-2021-CS – Deeming By-law for Rivard – Southeast corner of Rorke Avenue and Arnold Street

Resolution No. 2021-516

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Whereas the owners of a vacant property located at the southeast corner of Rorke Avenue and Arnold Drive in Haileybury would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

Whereas the owners have acknowledged that registration of the pending deeming by-law on title will be at their expense.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem PLAN M128NB LOTS 77,78 PCL 23461SST PT to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary deeming by-law for consideration at the December 7, 2021 Regular Council meeting.

Carried

h) Administrative Report PW-025-2021 – FCM Grant Agreement - Municipal Asset Management Plan

Resolution No. 2021-517

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-025-2021; and

That Council directs staff to prepare the necessary by-law to enter into a funding agreement with the Federation of Canadian Municipalities (FCM) for the delivery of the Asset Management Program Grant (\$50,000) to assist with the purchase of Asset Management software under the Municipality's Asset Management Plan, for consideration at the December 7, 2021 Regular Council meeting.

Carried

i) Administrative Report RS-019-2021 – Active Transportation Plan Final Report

Resolution No. 2021-518

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-019-2021; and

That Council directs staff to prepare the necessary By-law to adopt the Active Transportation Plan for consideration at the December 7, 2021 Regular Council meeting.

Carried

16. By-laws

Resolution No. 2021-519

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2021-178 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision Arnold Drive (Roll No. 54-18-030-005-253.02)

By-law No. 2021-179 Being a by-law to authorize the entering into a funding agreement with the Federation of Canadian Municipalities (FCM) under the Municipal Asset Management Program for Asset Management Software

By-law No. 2021-180 Being a by-law to adopt an Active Transportation Plan for the City of Temiskaming Shores

be hereby introduced and given first and second reading.

Carried

Resolution No. 2021-520

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2021-178;
By-law No. 2021-179; and
By-law No. 2021-180;

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) Special Meeting – Tuesday, December 14, 2021 at 6:00 p.m. (Budget)
- b) Regular Meeting – Tuesday, December 21, 2021 at 6:00 p.m.

18. Question and Answer Period

Councillor Foley inquired about the Ontario Public Transit Association correspondence, and if the Temiskaming Transit experienced similar decreases in ridership levels. Christopher Oslund, City Manager commented that in the first year of the COVID-19 pandemic, ridership was down 50 percent, and the City is currently operating at 65 percent of ridership. It is believed there is still hesitancy to ride on public transit during the pandemic. There have been challenges, but the Transit Committee has been working through the various matters; however, without the Safe Re-Start Funding Program, the City would have a difficult time providing transit services.

19. Closed Session

None

20. Confirming By-law**Resolution No. 2021-521**

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2021-181 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 7, 2021** be hereby introduced and given first and second reading.

Carried

Resolution No. 2021-522

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2021-181 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2021-523

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council hereby adjourns its meeting at 6:59 p.m.

Carried

Mayor

Clerk



The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Tuesday, December 14, 2021 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Minutes

Land Acknowledgement

Mayor Kidd began the meeting by observing the following Land Acknowledgement:

We acknowledge that we live, work and gather on the traditional and unceded Territory of the Algonquin People, specifically the Timiskaming First Nation.

We recognize the presence of the Timiskaming First Nation in our community since time immemorial, and honour their long history of welcoming many Nations to this beautiful territory and uphold and uplift their voice and values.

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 (electronic), Doug Jelly, Jeff Laferriere, Mike McArthur, and Danny Whalen

Present: Christopher Oslund, City Manager
Kelly Conlin, Deputy Clerk
Shelly Zubycck, Director of Corporate Services
Mathew Bahm, Director of Recreation
Steve Langford, Fire Chief
Brad Hearn, IT Administrator
Steve Burnett, Manager of Environmental Services
Mitchell McCrank, Manager of Transportation Services

Stephanie Leveille, Treasurer

Regrets: N/A

Media: N/A

Members of the Public: __0

3. Approval of Agenda

Resolution No. 2021-524

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

Carried

4. Declaration of Special Council Meeting

Resolution No. 2021-525

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. New Business**a) Presentation – 2022 Municipal Operating and Capital Budget**

Treasurer, Stephanie Leveille presented the 2022 Capital and Operating Budgets. Budget work began over two months ago, with a number of departmental, management and committee meetings, and the figures presented are a cumulative result of this work and planning. Following the review at the Corporate Services Committee meeting in November, staff worked to limit the amount of borrowing required and worked to obtain better estimates for the Landfill Capital project. The estimates are based on the best available information staff had at the time budgets were prepared. Should Council adopt the budget in principle, staff will work to obtain more precise amounts prior to the final adoption of the budget.

The Treasurer also noted that due to supply constraints and other pandemic related issues, there is approximately \$3.1 million dollars in carry-over projects contained in the Capital budget, most notably the Haileybury Fire Station. Council was also provided with information regarding the transfer from general operations to the capital program, a year-over-year comparison in the operational budget and a property tax rate comparison with other Northern Ontario municipalities. The Treasurer also outlined key pressures and variances in the budget.

The various slides included spreadsheet tables on the 2022 General Capital, and capital summaries for Corporate Services; Fire and Emergency Services; Public Works; Recreation; Property Maintenance; Fleet; Transit; and Environmental Services. The Treasurer also reviewed available funding sources and financing options to fund the proposed capital projects.

At the conclusion of the presentation, the Treasurer recommended a 1% increase to the municipal tax levy and a 2% to the Water and Sewer rates for 2022. Council discussed a zero percent increase to the tax levy, and a 2.5 % or 3 % increase to the water and sewer rates, but ultimately favoured the 1% to the tax levy and 2% to the water and sewer, as per the recommendation.

Resolution No. 2021-526

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges the presentation of the 2022 Operating and Capital Budget.

Carried

Resolution No. 2021-527

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate a one (1) percent increase to the tax levy within the 2022 budget.

Carried

Resolution No. 2021-528

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate a two (2) percent increase to both the water and sewer rates within the 2022 budget.

Carried

Resolution No. 2021-529

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate a one (1) year contract Arena-Parks Attendant/ Equipment Operator-Labour position, at an estimated cost of \$26,167, within the 2022 budget.

Carried

Resolution No. 2021-530

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores agrees to incorporate a full-time seasonal Active Transportation Programmer position, at an estimated cost of \$13,321 within the 2022 budget.

Carried

Resolution No. 2021-531

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores directs staff to finalize 2022 operating and capital budget, for adoption in principle at the December 21, 2022 regular Council meeting.

Carried

7. Adjournment

Resolution No. 2021-532

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 7:11 p.m.

Mayor

Clerk

FONOM

BIG DATA - BIG IDEAS

NORTHEASTERN MUNICIPAL CONFERENCE

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2022

MAY 9 - 11

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- Ministers Forum
- Banquet
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- Annual FONOM Business Meeting

TRADE SHOW & OPENING RECEPTION

Monday, May 9, 2022
11:00 AM - 7:00 PM

Tuesday, May 10, 2022
8:00 AM - 9:00 PM

Wednesday, May 11, 2022
8:00 AM - 1:00 PM

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E: fonom@northbay.ca

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700 Lakeshore Drive, North Bay, ON

Ministry of Infrastructure

Broadband Strategy Division

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

Ministère de l'Infrastructure

Division des stratégies pour l'accès à large
bande

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



MEMORANDUM TO: Municipal CAOs

FROM: Jill Vienneau
Assistant Deputy Minister
Broadband Strategy Division

DATE: December 1, 2021

RE: Building Broadband Faster Act Guideline and Regulations

As you may be aware, the Ontario government has committed to ensuring that communities across Ontario have access to high-speed internet by 2025 and has committed nearly \$4 billion funding-based opportunities for unserved and underserved communities.

On September 9, 2021, the Government also launched a new innovative and competitive process which will enable qualified ISPs to bid for opportunities to provide high-speed internet access to remaining underserved and unserved communities across the province by the end of 2025. This process is now well underway and is being led by Infrastructure Ontario.

In April 2021, the Government of Ontario enacted the *Building Broadband Faster Act, 2021* (BBFA) along with amendments to the *Ontario Energy Board Act* through the passage of the *Supporting Broadband and Infrastructure Expansion Act, 2021* (SBIEA). The BBFA will help to remove barriers and support a more streamlined approach to the timely deployment of reliable, high-speed broadband infrastructure in unserved and underserved areas throughout Ontario.

On November 30, 2021, the Ministry of Infrastructure and Infrastructure Ontario issued the **Building Broadband Faster Act Guideline (Guideline)**, and two BBFA regulations (“**Prescribed Loss or Expense**” and “**Designated Broadband Projects**”), effective as of that date.

The Guideline and regulations support a new, more coordinated process and set out the collaboration expected of all partners, including municipalities, to reduce barriers and expedite deployment of broadband infrastructure. We will also put in place a Technical Assistance Team to provide implementation support to municipalities and other partners involved in high-speed internet projects.

The government has also proposed future legislative and regulatory amendments, as explained in the **Statement of Intent** (included in the Guideline). The Ministry is actively consulting on the proposed legislative measures, including with the Association of Municipalities of Ontario (AMO), before bringing forward amendments. If passed, these additional measures would provide greater certainty, and ensure the successful implementation of broadband projects.

The Ministry will be hosting a webinar in early 2022 on the Statement of Intent and Guideline. Further information will be provided in the coming weeks, including an invitation to you and/or your representative to participate.

Thank you for your support and should you have any questions, please do not hesitate to contact the Ministry.

Yours sincerely,

Original signed by

Jill Vienneau

Attachment: Building Broadband Faster in Ontario Guideline





Building Broadband Faster in Ontario

Provincial statement of intent and a guideline to support accelerated broadband deployment

Release Date: November 30, 2021
Version 1.23

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Part 1 Provincial Statement of Intent

1.1 Provincial Statement of Intent to support accelerated broadband deployment

The Government of Ontario has committed almost \$4B to connect every region of Ontario to reliable, high speed internet by the end of 2025.

In April 2021, the Ontario Legislature passed the *Supporting Broadband and Infrastructure Expansion Act, 2021*. A key outcome of this legislation was that it enacted the *Building Broadband Faster Act, 2021* (BBFA). The main purpose of the BBFA is to expedite the delivery of broadband projects of provincial significance by removing barriers to building broadband projects.

Since the introduction of the BBFA, the Province has consistently identified the expectation that all partners involved in broadband deployment would work collaboratively to further reduce administrative barriers, support timely broadband deployment and contain costs.

To further support broadband deployment, the Province intends to move ahead with a suite of measures, including this Guideline (see Part 2 of this document), proposed regulations under the BBFA and the *Ontario Energy Board Act* (OEBA), a process for addressing make-ready and pole-attachment costs and the introduction of proposed legislative amendments, with the goal of taking every measure possible to ensure every household and business in Ontario has access to high-speed internet.

The suite of proposed new regulatory and legislative measures would help to make provisions outlined in the Guideline binding, with appropriate enforcement mechanisms. Together, they would help to achieve the government's commitment to 100 percent connectivity by the end of 2025.

Guideline

The Ministry of Infrastructure and Infrastructure Ontario have developed the Guideline to reduce barriers, speed up broadband deployment and support the successful implementation of the BBFA. Stakeholders and partner ministries provided input into the development of the Guideline. The Guideline reflects current legislative and regulatory authority under the BBFA and OEBA and will be updated if additional powers/measures are put in place.

In summary, the Guideline:

- Sets out new and best-practice processes and timelines when internet service providers (ISPs) work with local distribution companies (LDCs) and other parties to deploy internet fibre through third-party hydro pole attachments and accessing rights-of-way (ROW) to deploy fibre underground.
- Introduces a new information and data gathering platform - the Broadband One Window (BOW). The platform is an electronic system to support timely approvals, permitting, and locate decisions related to broadband projects. Parties are being asked to also provide relevant infrastructure data through this platform to enhance

- information sharing and proactively anticipate and address issues.
- Establishes the role of a new Technical Assistance Team (TAT) that would provide support, informal advice and assistance to municipalities, ISPs and LDCs on the implementation of the Guideline and implementation of provincial broadband projects.

Regulations

To further support rapid deployment of broadband infrastructure, the Province intends to bring forward proposals to make a number of regulations under the BBFA and OEBA. These include:

1. **Two BBFA regulations** (effective November 30, 2021)
 - A. Regulation to designate provincial broadband projects. This regulation would define designated broadband projects as those *"where funding, in full or in part, has been provided through the Ministry of Infrastructure for the purpose of deploying broadband and high-speed internet infrastructure in Ontario."* The BBFA grants the Minister of Infrastructure the following authorities, with respect to designated broadband projects:
 - i. Issue notices to municipalities that broadband project proponents require municipal service and right of way access to complete necessary work related to such projects.
 - ii. Make orders requiring the municipal service and right of way access necessary to facilitate delivery of a designated project, and the proponent and the municipality shall comply with that order.
 - iii. Issue notices requiring electricity distributors and transmitters to coordinate with broadband project proponents to complete necessary work related to such projects where a distributor or transmitter has not met a regulated requirement. (Note: this authority would come into effect if proposed OEBA regulations are made – see item 2 below).
 - iv. Where a party noted above fails to complete required work, the Minister would be authorized to order the completion of work or authorize the proponent to undertake the work to facilitate delivery of a designated project. (Note: this authority would come into effect if proposed OEBA regulations are made – see item 2 below).
 - B. Minister's regulation to enable pay-for-delay and pay-for-redesign claims when there are cost impacts created by delays or avoidable mistakes by underground infrastructure owners. This regulation would enable an internet service provider to make a claim for damages to the Ontario Land Tribunal when a member of Ontario One Call creates a delay in the construction process and/or need for redesign due to inaccurate locates or delays in the locate process beyond a 10 business-day period set out in the BBFA specific to broadband projects.

2. Regulations under the OEBA

The Ministry of Energy will develop proposed regulations under the OEBA, which will include:

- A. Setting the wireline pole attachment charge methodology and requiring local distribution companies (LDCs) to consult with internet and telecom service providers as part of their long-term capital planning processes. This regulation is, subject to required approvals, expected to take effect on January 1, 2022 in order to reduce costs for ISPs.
 - B. Requirements for LDCs to comply with Guideline provisions including (but not limited to): performance timeline standards and processes related to pole attachments and make-ready work, including when those standards may be *temporarily* suspended, situations when internet service providers may employ contractors to complete such make-ready work, and data sharing requirements in order to enable the Broadband One Window platform. These regulation(s) are, subject to required approvals, anticipated to be in place February 2022.
 - C. If required, establishing a process governing payments to LDCs related to make ready costs.
3. **BBFA regulation on administrative penalties:** In alignment with Ministry of Energy regulations, MOI proposes that a regulation would be made prescribing penalties associated with non-compliance with Minister's Orders under the BBFA.

Proposed Legislative Amendments

In order to enhance enabling authority and compliance mechanisms to accelerate broadband infrastructure deployment, the Province proposes to introduce legislative amendments in winter 2022. If passed by the Legislature, the suite of proposed provincial authorities and mechanisms would:

1. Require municipalities to comply with a service standard:
 - Key focus is to direct turn around time for rights of way permits
2. Require infrastructure data sharing by municipalities and other parties:
 - Comprehensive data to be provided proactively for all designated projects
3. Require the use of One Window by municipalities:
 - One Window as the single, digitized platform required for permit application through implementation
4. Ontario One Call:
 - Under the BBFA, require electronic asset data sharing by members of Ontario One Call with IO using the One Window platform

Related Changes Led by the Ministry of Government and Consumer Services (MGCS)

MGCS is developing a legislative proposal under the *Ontario Underground Infrastructure Notification System Act, 2012* (the One Call Act) to address issues with late locates and enhance locate delivery across the province. These changes will apply to and benefit broadband projects as well.

The Province proposes to introduce targeted legislative amendments in winter-spring 2022 to address immediate pressure points in the locate delivery system, enhance governance and oversight, and improve compliance tools. Proposed changes are under development and subject to consultation. If passed by the Legislature, these amendments would include:

1. Mandating the use of a dedicated locator model where a single locator is pre-identified to better provide the excavator/project owner with control over timing of locates.
2. Standardizing and extend locate validity periods to 90 days, eliminating the frequency of relocates and improving the remarking process to be more efficient.

Additional Mechanisms to Accelerate Broadband Deployment

Broadband Coordinator

Subject to direction from the Minister of Infrastructure, Infrastructure Ontario will act as a "Broadband Coordinator" to operate the One Window platform and help mediate disputes, including payments to LDCs related to make ready costs if such a process is not established through commercial arrangements.

Technical Assistance Team

A technical assistance team will be established to support LDCs and municipalities with high-speed internet projects with implementation and compliance supports.

Dispute Resolution

Both the Broadband Coordinator and the Technical Assistance Team would support informal dispute resolution to prevent escalation to formal dispute resolution bodies to the extent possible.

Provincial Interministerial Committee

MOI will establish an oversight committee that will focus on streamlining deployment and resolving matters across ministries that arise and could impact on projects.

Part 2 Building Broadband Faster Act Guideline

2.1 General and Administrative Provisions

Purpose of the BBFA Guideline

This Guideline serves as a companion guide to the *Building Broadband Faster Act, 2021* (BBFA). It is a key tool in enabling the Government's Accelerated High-Speed Internet Program (AHSIP) that was announced in March 2021 which together with provincially funded broadband projects aim to provide access to high-speed internet to 100 percent of Ontario households by the end of 2025. The Guideline has been designed to enhance the co-ordination and engagement among project stakeholders related to the deployment of high-speed internet infrastructure, including streamlining processes associated with attaching high-speed internet wirelines to Local Distribution Company (LDC)-owned electric utility poles and providing timely access to municipal and provincial rights-of-way (ROWs). It is recognized that Internet Service Providers (ISP), also known as Telecommunications Service Providers (TSPs), need timely access to LDC poles and ROWs. Efficiencies in the process and recommended by this Guideline can have a positive impact on project-level costs, complexity and timelines related to the efficient deployment of broadband networks.

The Guideline is a tool that can be used by, but is not limited to use by, LDCs, ISPs/TSPs, Ontario One Call and their respective third parties in coordinating installation and service provision as well as Infrastructure Ontario (IO), the Ontario Ministry of Transportation (MTO), municipalities, Indigenous communities and government partners such as the Electrical Safety Authority (ESA) and the Ontario Energy Board (OEB).

This Guideline provides recommended guidance in order for participants to:

- Encourage early and good faith communication and collaboration among participants;
- Expedite the safe and cost-effective delivery of designated broadband projects;
- Meet the Ontario government's goal to connect every region in Ontario to essential, reliable, high-speed internet by the end of 2025; and,
- Facilitate municipalities and LDCs providing timely access to their infrastructure on reasonable terms, including municipal rights-of-way and LDC owned poles to support high-speed internet projects.

Enhancing the impact of this Guideline

The Ontario government has committed to ensuring that every community has access to high-speed internet by the end of 2025. This Guideline, if followed correctly, will be a vital tool in helping to achieve this ambitious goal.

MOI and its AHSIP delivery partner, IO, recognize that parties and stakeholders that play a role in broadband deployment must all be equally compelled to comply with the provisions, processes and timelines outlined in the Guideline in order to provide a positive impact to faster broadband deployment as part of high-speed internet projects in the province.

Under the Statement of Intent (section 1.1), the Government of Ontario is planning for a suite of regulatory and legislative measures to be put in place in order to make mandatory the provisions in this Guideline. It is the expectation of the government that as these structures are put in place, all parties must do their utmost to comply with the provisions contained in this Guideline.

ISPs in Ontario are federally regulated and to support their performance under the Guideline, MOI will look to make these provisions mandatory for ISPs involved in designated broadband projects as part

of project contracting.

Once these measures, approved and proposed, are fully in place, MOI will update the Guideline to reflect these requirements.

Additional Background

While the Government of Ontario has been working to expand access to high-speed internet throughout the Province for several years, the COVID-19 pandemic highlighted the essential role of reliable high-speed internet for participating fully in today's economy, including through the workplace, educational institutions, telemedicine and online commerce. As of September 2021, an estimated 700,000 premises, representing about 1.4 million people in Ontario, lack access to basic broadband connectivity, defined by the Canadian Radio-television and Telecommunications Commission (CRTC) as speed levels of 50 Mbps download/10 Mbps upload.

To address this, in March 2021, Ontario announced a commitment of nearly \$4 billion to connect every region to high-speed internet by the end of 2025 as part of the AHSIP. This is the largest single investment in high-speed internet, in any province, by any government in Canadian history.

As part of its plan, Ontario also announced a new innovative procurement process to help connect underserved and unserved communities. This procurement launched in September 2021 and is being led by Infrastructure Ontario. Combined with existing application-based programs underway, the procurement process, with a reverse auction, will help ensure that every home and business in Ontario has access to high-speed internet by the end of 2025.

In March 2021, Ontario also introduced the *Supporting Broadband and Infrastructure Expansion Act, 2021* (SBIEA). The legislation received Royal Assent in April 2021 and enacted the BBFA and made amendments to the *Ontario Energy Board Act, 1998* (OEBA).

The purpose of the BBFA is to expedite the delivery of designated broadband projects, prescribed under regulation, by streamlining processes and removing barriers that may result in additional costs and delays in reaching these unserved and underserved communities across Ontario. This legislation builds on the Government's 2019 Up to Speed: Ontario's Broadband and Cellular Action Plan (The Action Plan), which outlined a plan to expand broadband and cellular access into unserved and underserved communities.

Link to the SBIEA, which includes an explanatory note: [Supporting Broadband and Infrastructure Expansion Act, 2021, S.O. 2021, c. 2 - Bill 257 \(ontario.ca\)](#).

Link to the BBFA: [Building Broadband Faster Act, 2021, S.O. 2021, c. 2, Sched. 1 \(ontario.ca\)](#).

To Whom this Guideline Applies

This Guideline is intended to apply to:

- A Successful Proponent, who is legally bound by the Project Agreement entered into with the Government of Ontario for a designated broadband projects which are being funded by Ontario
- LDCs whose service territories include coverage of the geographic areas where there are designated broadband projects or LDCs who otherwise anticipate performing or supporting high-speed internet projects and wish to adopt practices within it .
- Ontario municipalities whose municipal boundaries include the geographic areas where there are designated broadband projects.

- Members of Ontario One Call in facilitating timely locates of underground infrastructure.
- Any other person with infrastructure within a right-of-way for a designated broadband project and any other person whose cooperation is required to carry out a designated broadband project.

These parties are hereto defined as 'provincially funded project stakeholders'.

This Guideline would also be of benefit for other relevant parties, including locate service providers (LSP), construction contractors, engineering providers, geography information systems providers, and surveyors.

Role of Infrastructure Ontario

IO, in supporting the program management of AHSIP activities on behalf of MOI, may carry out the following tasks related to designated broadband projects :

- Working collaboratively with broadband stakeholders and parties to help support the implementation of this Guideline, including but not limited to working proactively with Municipalities and LDCs to ensure timely co-ordination with ISPs
- Developing, administering, maintaining and supervising the Broadband One Window (BOW) platform, including development of an application guide
- Developing a uniform contract that could be used between ISPs and LDCs
- Undertaking a mapping exercise to establish eligible project areas
- Developing resources for applicants and proponents
- Verifying project milestone completion
- Assessing and reporting on funding recipients' progress, performance, and compliance with funding conditions
- Publishing reports, approved by MOI, on broadband funding performance

Role of Parties in Provincially Funded Broadband Projects

This Guideline is meant to provide recommended guidance and best practices to all parties engaging in designated broadband projects which are being funded by Ontario.

The provincially funded project stakeholders are expected to engage in good faith, without prejudice, in a manner consistent with the spirit of partnership and collaboration. Stakeholders are expected to ensure that they conduct their work in such a way that ensures the safe deployment and ongoing operation of broadband, municipal, transportation, electrical, and other infrastructure assets.

The legislative authorities outlined in the OEBA and its regulations and the BBFA and its regulations are primarily envisioned in their application as backstops/safeguards in the event that cooperation or negotiation between provincially funded projects does not result in an adherence to Performance Timelines (PTs) and any other aspect of the Guideline.

Application

This Guideline is intended to apply to any any designated broadband project. The practices articulated

in the Guideline could be adopted for other broadband projects in Ontario.

Applicable Law

Nothing in this Guideline is meant to limit the obligations that any party has to comply with any other applicable law, including but not limited to the latest versions of:

- The BBFA;
- The OEBA;
- Ontario Regulation 22/04 (Electrical Distribution Safety) made pursuant to the *Electricity Act, 1998* ("Electrical Distribution Safety Regulation" or "Ont. Reg. 22/04");
- Canadian Standards Association C22.3 No.1, the Electrical Distribution Safety regulation notes CSA Standard C22.3 No. 1-15 (or latest) for overhead distribution lines and CSA Standard C22.3 No. 7-15 for underground systems as amended from time to time;
- *Occupational Health and Safety Act* (OHSA) and Regulations;
- Ontario Regulation 164/99 (Electrical Safety Code) made pursuant to the *Electricity Act, 1998* ("Ontario Electrical Safety Code" or "OESC") and,
- *Ontario Underground Infrastructure Notification System Act, 2012* (One Call Act).

Amendments to the Guideline

Amendments to this Guideline must be approved by the MOI in consultation with the Minister of Energy (ENERGY) and posted on the MOI website.

Bulletins

MOI may, at times, publish non-binding bulletins to this Guideline. The purpose of these bulletins is to provide specific information on issues, conflicts and/or misunderstanding where there is a need for immediate or additional clarification. Bulletins will be posted as supplements to this Guideline and will allow provincially funded project stakeholders to subscribe to an RSS feed for posted updates.

2.2 Accelerating Access to LDC Poles and Rights-Of-Way

This section sets out processes and timelines that are recommended to be followed by LDCs and municipalities and is limited to any designated broadband project in respect of which the Successful Proponent has confirmed its intention to use the Broadband One Window (**BOW**) platform for the provincially funded project

Attaching to LDC-Owned Poles

This section outlines the BOW authorization process for LDC owned pole attachments, including the engineered design requirements as well as the applicable standards to which stakeholders are expected to adhere.

If there is agreement for parties to use the BOW, the general steps to acquire an LDC-approved authorization application to access an LDC owned pole are set out in Table 1 below.

If parties are not using BOW, a Successful Proponent and an LDC are free to negotiate and agree upon any terms and conditions outside what is set out below.

Table 1: Aerial Route on LDC-Owned Poles

	Activity	Process Details
1	Determination of possible route	<ul style="list-style-type: none"> The Successful Proponent determines possible route using best industry practices including digital maps, available information from BOW and existing network records The Successful Proponent submits planned route to BOW and requests outstanding information from LDCs and existing attachers IO circulates notification of planned/possible route to all known implicated parties (i.e., municipalities, LDCs, Enbridge and other telecoms)
2	Field inspection/survey	<ul style="list-style-type: none"> The Successful Proponent and LDC coordinate prior to field inspection/survey of the poles applied for and determine who will be developing engineered designs as the ESA guidelines allow for both owner (i.e., the LDC) developed designs and applicant (i.e., the Successful Proponent) developed plans or work instructions LDCs and existing attachers provide information requested by Successful Proponent
3	Professional Engineer Approved Design Drawings <ul style="list-style-type: none"> Structural analysis Telecom attachment Any power make-ready 	<ul style="list-style-type: none"> The Successful Proponent or LDC (as agreed) conducts pole loading structural analysis, prepares P.Eng. approved design drawings (certifying that the design meets the requirements of CSA 22.3 No.1-15 (or latest) and Ontario Reg. (22/04) and determines what telecom and power make-ready work, if any, needs to be completed for safe attachment. Ontario Reg. 22/04 notes CSA Standard C22.3 No. 1-15 for overhead distribution lines and CSA Standard C22.3 No. 7-15 for underground systems. For Successful Proponent led-designs, the Successful Proponent must provide materials to the LDC to review and to inform subsequent steps. Appendix 1: Application Requirements, Templates and Forms provides templates of Basic Drawing Requirements and Design Requirements that may be used
4	Determination of Sequencing of Make-Ready Work <ul style="list-style-type: none"> Triage of power make-ready work Determine requirements needed to accommodate make-ready work. 	<ul style="list-style-type: none"> The Successful Proponent or LDC (as agreed during coordination prior to field inspection/survey) determines whether any power make-ready work can be completed safely in parallel with any attachment (including any temporary work) or whether power make-ready work needs to be completed prior to attachment (i.e., "triage" of power make-ready work). Appendix 2: Further Reducing Complex Make-Ready Work provides guidance on triage of power make-ready work

	Activity	Process Details
5	Authorization application approval <ul style="list-style-type: none"> • Authorization application form • Professional Engineer Approved Design Drawings • Full Pole Loading Structural Analysis 	<ul style="list-style-type: none"> • The Successful Proponent submits to BOW an application form including Professional Engineer Approved Design Drawings and Full Pole Loading Structural Analysis to the BOW. To ensure quality submissions, it is recommended that this analysis is conducted using industry standard software. • IO, as administrator of the AHSIP, reviews application (see Preliminary Authorization Review Checklist below) to ensure all required information has been submitted • LDC reviews and approves application. Timelines may be suspended for any issues or deficiency identified by the LDC (including if the LDC has any planned work that may impact the provincially funded project that has not been previously flagged) if reported to IO via the BOW. • LDC engages directly with Successful Proponent to address any deficiencies in authorization application documents. If there are disputes, parties are encouraged to resolve these among themselves in a spirit of collaboration. • Appendix 1: Application Requirements, Templates and Forms provides information to be included on each application form including Professional Engineer Approved Design Drawings and Full Pole Loading Structural Analysis
6	LDC issues quote for Power Make-Ready Work	<ul style="list-style-type: none"> • LDC (if completing the make-ready work) provides a quote for any make power ready work and the Successful Proponent provides Purchase Order or certified cheque as determined by the LDC
7	Advising timing of construction (with ROP)	<ul style="list-style-type: none"> • Some municipalities may require a Road Occupancy Permit and have associated timelines and processes that must be adhered to
8	Advising timing of construction (without ROP, note that #7 would not apply in this instance)	<ul style="list-style-type: none"> • Where a Road Occupancy Permit is not required, the Successful Proponent notifies the municipality directly prior to work commencement within the established PT
9	Completion of Make-Ready Work	<ul style="list-style-type: none"> • The Successful Proponent and LDC negotiate coordination of any power and telecom make-ready work, including planning any necessary outages. See the Section on One-Touch Make-Ready below. • Where an LDC is unable to complete the make-ready work within the PTs outlined in Table 2 below, the Successful Proponent is expected to use a pre-qualified contractor to conduct the power and telecom make-ready work at its own cost and risk. The LDC is expected to ensure that there are no unintended obstacles to the granting of access to its electricity infrastructure.
10	LDC issues authorization	<ul style="list-style-type: none"> • LDC issues authorization via BOW or through existing process
11	Wireline attachments	<ul style="list-style-type: none"> • The Successful Proponent coordinates with other Telecom carriers to conduct any other telecom make-ready work at

	Activity	Process Details
		this time as the Successful Proponent installs its attachment with the same crews
12	As-built drawings submitted to LDC	<ul style="list-style-type: none"> The Successful Proponent installs attachment and submits "As Built" drawings to an LDC including an acceptable Record of Inspection form. Appendix 1: Application Requirements, Templates and Forms provides a template Record of Inspection form. The connection of any required bonding of the communication strand should be requested at this time and the LDC may provide a separate quote and obtain a purchase order (PO) for this work as a separate project from the application process
13	LDC conducts post-build inspection	<ul style="list-style-type: none"> The LDC conducts any post-build inspection. The LDC may recover reasonable costs of post-build inspection from the Successful Proponent. As a term of the project agreement, the TSP should provide a "120-day indemnity clause" to the LDC stating that if the Successful Proponent has done the power make-ready work during which time any faults/problems are deemed to be the responsibility of the Successful Proponent unless it can proven otherwise. The details are set out below under the heading "120-day Indemnity Clause"
14	Authorization closed	<ul style="list-style-type: none"> LDC invoices Successful Proponent based on actual costs once any outstanding issues discovered in the inspections are resolved

Table 2: Performance Timelines Aerial Route on LDC-Owned Poles

	Activity ¹	Performance Timeline (Business Days)		
		Up to 30 poles	30-60 poles	60-200 poles ²
1	Determination of possible route^{3 4}	N/A		
2	Field inspection/survey	5	10	20
3	Professional Engineer approved design drawings <ul style="list-style-type: none"> Structural analysis Telecom attachment 	35	40	60

¹ PT provided in the first four activities (determination of possible route; field inspection/survey; P.Eng. approved design drawings; and determination of make-ready work) are only intended to apply to LDCs (i.e., in instances where they choose to conduct this work for owner-developed designs or if they choose to accompany the Successful Proponent for the field inspection/survey).

² Applications submitted for more than 200 poles in one submission may be subject to negotiation and discussion of timelines to ensure feasibility.

³ LDCs should note whether they will opt in or out of participating in the field inspection/survey within 5 business days.

⁴ LDCs should advise within 5 business days whether they will opt in or out of participating in the field survey.

	Activity ¹	Performance Timeline (Business Days)		
		Up to 30 poles	30-60 poles	60-200 poles ²
	<ul style="list-style-type: none"> Any power make-ready work 			
4	Determination of sequencing of make-ready work <ul style="list-style-type: none"> Triage of power make-ready work Determine requirements needed to accommodate make-ready works 			
5	Authorization application approval <ul style="list-style-type: none"> Authorization application Form Professional Engineer Approved Design Drawings Full Pole Loading Structural Analysis 	15	20	40
6	LDC issues quote for power make-ready In the instances where there is no make-ready and the permit can be issued at this point, a buffer of 5 business days may be added to this step to issue the permit (as step 9 would no longer apply)			
7	Advising timing of construction (in instances where ROP is required)	5 (in advance of start date)	5 (in advance of start date)	5 (in advance of start date)
8	Advising timing of construction (where ROP is not required)	5	5	5
9	Completion of make-ready work⁵	Simple 25 Complex 40	Simple 30 Complex 60	Simple 35 Complex 80
10	LDC issues authorization	5	5	5
11	Wireline attachments	Subject to permit validity timelines as stipulated by the LDC		
12	As-built drawings submitted to LDC			
13	LDC conducts post-build inspection	Within 120 of receipt of completion notification	Within 120 of receipt of completion notification	Within 120 of receipt of completion notification
14	LDC closes authorization	20	20	20

⁵ There is an understanding that approximately 10% of the poles in any given run may require complex make-ready; this timeline is in reference to the make-ready work on those poles.

IO Preliminary Review Checklist

Upon receipt of a new authorization application, IO will perform the following cursory review steps:

- Review the authorization application form and confirm that all information has been filled out completely and accurately
- Confirm that the required design drawings are included with the authorization application form and appear to comply with the Drawing Requirements
- Confirm that the required Pole Loading Structural Analysis files are attached

If the above criteria are included and complete in the application package, the authorization will be assigned an application number, which will be communicated to the Successful Proponent and LDC for tracking purposes. It will then be forwarded to the LDC for detailed review.

One-Touch Make-Ready

As part of the AHSIP, this Guideline provides for several mechanisms, processes and tools to expedite access to LDC poles while also ensuring that safety standards are met. This Guideline adopts the One-Touch Make-Ready (**OTMR**) process as an option whereby Successful Proponents and LDCs should coordinate resources and elect that one crew of resources, rather than multiple crews, undertake the work to prepare poles for new attachments and subsequently attach to the LDC pole.

This Guideline adopts as a baseline the Electrical Safety Authority (**ESA**)’s definition of “make-ready work” which is as follows: “make ready work” to consist of the practice of rearranging, installing or removing equipment in order to safely accommodate additional infrastructure in or on a supporting structure of a distribution line. The following are the different types of make-ready work that may occur:

1. Telecommunications-Related (“Telecom”) Make-Ready

Telecom make-ready is all work performed within the Communications Space dealing with telecom attachments. This work primarily involves rearranging or removing existing telecom strand, fibre and other equipment (e.g., splice enclosures, power supplies) in order to:

- Make space in the Communications Space for the new telecom attachment
- Fix inadequate separation between existing telecom attachments (but does not include working in the power space of the pole)
- Fix inadequate ground clearance for existing telecom attachments

TSPs are encouraged to proactively work with their host LDCs to accommodate the timely and responsive relocation of telecom assets and infrastructure from poles which the LDC has identified as being in need of replacement or upgrade.

2. Simple Power Make-Ready

Simple power make-ready is non-complex work that is performed outside of the Communications Space, including the following:

- Replace missing copper ground wire on pole
- Rearrange or shorten transformer conductor dips (e.g., drip loops) encroaching in the Communications Space
- Tension and move (i.e., raise) the neutral to create required separation from the telecom attachments
- Relocate solar panels and smart meters that are blocking access to the Communications Space

While not strictly “make-ready work”, after the telecom strand has been installed, ISPs and LDCs should continue to consult electrical safety codes, standards and other documents applicable in the circumstances.

3. Complex Power Make-Ready

Complex power make-ready is work that is conducted primarily within the Power Space requiring specialized crews. Some of it is required to correct deficiencies in the power facilities, including:

- Pole replacement, including transferring existing power attachments to the new pole
- Reframe top of pole
- Replace insulators
- Relocate transformers (that are too low)

See Appendix 2: Further Reducing Complex Make-Ready Work for innovative approaches to make ready work.

Pre-qualified Contractors for OTMR

The PTs for an LDC conducting power make-ready work with its own internal or sub-contracted resources are set out in Table 2 above. Where an LDC indicates to a Successful Proponent that it is unable to meet its PTs, the Successful Proponent may, employ pre-qualified contractors to conduct any power make-ready work in addition to its own telecom make-ready work. Other telecom parties within the communication space are encouraged to authorize the Successful Proponent to conduct any Telecom make-ready work on its infrastructure.

A Successful Proponent availing itself of the OTMR process should sign a 120-day indemnity clause agreement (see below).

LDCs are encouraged to maintain a list of contractors that are pre-qualified to:

- Operate within the power space; and
- Operate within both the power space and the communications space.

Where LDCs fail to maintain such a list, a Successful Proponent may propose a qualified contractor for an LDC’s approval. LDCs are expected to act reasonably in approving or denying a contractor proposed by the Successful Proponent

Deploying resources that are qualified to operate in both the power and communications spaces will allow a Successful Proponent to conduct any make-ready work and attachments in a safe, efficient and timely manner.

The LDC may mandate reasonable requirements for contractors relating to issues of safety and reliability, such as the use of particular hardware or equipment (e.g., LDC-approved bolts, screws or other parts) with respect to make-ready work.

120-day Indemnity Clause

For power make-ready work conducted by the Successful Proponent, a 120-day indemnity clause, which should be included in each agreement entered into between the LDC and TSP, is expected to take effect once the Successful Proponent has submitted “As Built” drawings to an LDC including a completed Record of Inspection form. This provides the LDC and any existing ISPs attached to the LDC pole time to conduct their own inspections and also provides the TSP with clarity related to the timelines associated with telecom equipment deployment.

LDCs and existing ISPs must notify the Successful Proponent of any damage to their respective infrastructure within the 120-day period following the date on which the Successful Proponent submitted “As Built” drawings to an LDC including a completed Record of Inspection form. The LDC-TSP contract is anticipated to include provisions that deem that unless a Successful Proponent can demonstrate otherwise, the damage will be assumed to be caused by the Successful Proponent. Further provisions of the contract are anticipated to stipulate that within 30 days of receiving a notice from an LDC or existing ISP, the Successful Proponent should remedy the identified damage at its own expense or attempt to otherwise resolve the matter with the LDC or existing ISP through the dispute resolution process provided for in the contract.⁶

Appendix 1: Application Requirements, Templates and Forms provides a template 120-day Indemnity consent agreement.

The 120-day indemnity clause could include:

- The Successful Proponent acknowledges that the LDC is relying on the ISP’s own inspection in approving the authorization
- The Successful Proponent understands and accepts all risks with respect to its work
- The Successful Proponent accepts remediation costs with respect to any temporary installations it installs
- Any damage that occurs to the structure within 120 business days of completion of the Successful Proponent’s work will be prima facie assumed to have been caused by the Successful Proponent unless it can demonstrate another cause
- While the OTMR process allows time for the review of Successful Proponent-proposed designs, authorizations for the AHSIP process must be stamped by a professional engineer, assuming the LDC does not review or challenge engineering but instead conducts an inspection post deployment
 - The Successful Proponent may either accept the risk of having to redo work if corrections are required or may proactively request pre-deployment or simultaneous inspection by the LDC to confirm what is required with respect to its application
 - If the Successful Proponent compromises safety, electrical system reliability or acts in a manner that is prohibited by the contract, the Successful Proponent’s ability to avail itself of the OTMR process can be revoked by an LDC with written reasons

Accessing Buried Routes on Municipal Rights-of-Way

This section outlines the BOW Municipal Consent (and Road Occupancy Permit, where required) Application process. The recommended general steps and PTs to acquire an approved Municipal Consent and Road Occupancy Permit to access a municipal right-of-way (ROW) are as follows:

Table 3: Buried Route on Municipal Rights of Way

	Activity	Process Details
1	Underground Drawings of proposed route	<ul style="list-style-type: none"> The Successful Proponent prepares underground drawings of the proposed route using any data that is in the BOW as well as any other information sources (e.g., Google maps). Appendix 1: Application Requirements, Templates and Forms provides Standard Utility Offsets drawing as well as specific drawing requirements that may be used for municipalities who do not currently have such drawings available.
2	Submissions of preliminary drawings ("mark-up circulation")	<ul style="list-style-type: none"> The Successful Proponent submits preliminary drawings to infrastructure owners via the BOW. IO circulates preliminary drawings (i.e., conducts a mark-up circulation) to all parties that have infrastructure in the ROW (i.e., municipalities, LDCs, Enbridge and other telecoms). Respondents review and advise IO of any conflicts between the proposed running line and their buried assets within the specified time (specified in the PT on Table 4) of receiving the mark-up circulation from the BOW. IO provides revised mark-up circulation to the Successful Proponent. The Successful Proponent uses mark-ups to resolve any conflicts and finalize drawings.
3	Municipal application submitted to municipality via BOW <ul style="list-style-type: none"> Drawings showing potential route Municipal Consent Road Occupancy Permit if required by municipality 	<ul style="list-style-type: none"> A complete application includes: <ul style="list-style-type: none"> Drawings showing the potential route Application form for Municipal Consent Road Occupancy Permit application if required by municipality Appendix 1: Application Requirements, Templates and Forms provides a template for Municipal Consent that may be used by municipalities who do not currently have such forms available. A municipality may require that an ISP obtain a Road Occupancy Permit. IO reviews application to ensure all required information has been submitted and forward complete application to municipality for approval.
4	Municipality reviews complete application and issues Municipal Consent (with reasonable conditions) and Road Occupancy Permit where applicable.	<ul style="list-style-type: none"> Municipality reviews and approves application. The clock will stop for any issues or deficiencies (including if the municipality has any planned work that may impact the provincially funded project that has not been previously flagged). The municipality engages directly with the Successful Proponent to address any deficiencies in permit application documents

	Activity	Process Details
5	Locate request lodged through Ontario One Call	<ul style="list-style-type: none"> • Successful Proponents are encouraged to use a dedicated locator. Appendix 4: Ontario One Call provides more information on the Dedicated Locator Model. • The Successful Proponent and municipality work to resolve any potential conflicts (e.g., redesign running line with consent). • Locates are to be conducted within the PT set out in the BBFA (i.e., and noted in Table 4). This is regardless of whether a dedicated locator is used or whether individual infrastructure owners use their own locators.
6	Advising timing of construction	<ul style="list-style-type: none"> • Some municipalities may require a Road Occupancy Permit and have associated timelines and processes that may be adhered to. • Where a Road Occupancy Permit is not required, the Successful Proponent notifies the municipality directly prior to work commencement within the established PT.
7	ISP performs construction followed by restoration of the ROW	<ul style="list-style-type: none"> • The Successful Proponent and municipality work together to resolve any conflicts where existing facilities are not located as shown in the mark-up or locates. • The Successful Proponent performs the construction and restores surfaces, unless the municipality has indicated otherwise, within a reasonable time determined by the municipality.
8	Notice of work completion and As-built drawings submitted to municipality via BOW	<ul style="list-style-type: none"> • The ISP submits to the BOW a Notice of Work Completion and As-Built drawing detailing any amendments from an initial plan. • The BOW forwards the Notice of Work Completion and As-Built drawing to the municipality. • Appendix 1: Application Requirements, Templates and Forms provides a template Notice of Work Completion and As-Built drawing that municipalities may use.
9	Municipality inspection any restoration work	<ul style="list-style-type: none"> • The municipality may inspect restoration work and follows up with the Successful Proponent for any outstanding issues.

Table 4: Performance Timelines for Buried Route on Municipal Rights of Way

	Activity	Performance Timeline (Business Days)	
		Up to 30 km of ground	30 km + of ground
1	Underground Drawings of proposed route	Successful Proponent with timelines set out in Project Agreement.	
2	Owners of buried assets review and respond to submissions of preliminary drawings ("mark-up circulation") in BOW	20	20
3	Municipal application submitted to municipality via BOW	Successful Proponent with timelines set out in Project Agreement.	

	Activity	Performance Timeline (Business Days)	
		Up to 30 km of ground	30 km + of ground
4	Municipality reviews complete application and issues Municipal Consent (with reasonable conditions) and Road Occupancy Permit where applicable	10	15
5	Infrastructure owners respond to locate request lodged through Ontario One Call <ul style="list-style-type: none"> For both dedicated locator model or standard process (individual infrastructure owners use their own locators) 	10	10
6	Advising timing of construction⁷	5 (in advance of start date)	5 (in advance of start date)
7	ISP performs construction followed by restoration of the ROW	Negotiated with municipality. Successful Proponent with timelines set out in Project Agreement.	
8	Notice of work completion and As-built drawings submitted to municipality via BOW	15	20
9	Municipality inspection any restoration work	As negotiated with municipality	

Accessing Provincial Highways

This section outlines the Ontario Ministry of Transportation's (**MTO**) Public Service Commitment (**PSC**) of 35 days. A Successful Proponent will require an Encroachment Permit for any installation or works upon, under or within the limits of a Provincial Highway ROW placed by someone other than MTO.

The general steps to acquire an Encroachment Permit to access a Provincial Highway ROW are as follows:

1. The Successful Proponent submits a permit application to MTO via the Highway Corridor Management System. The Successful Proponent notifies the BOW that it has submitted a permit through the Highway Corridor Management System.
2. The MTO has a general PSC of 35 days between the time the Successful Proponent submits their permit application via Highway Corridor Management System to the time the MTO issues its encroachment permit.
3. Successful Proponents are encouraged to raise any concerns with the MTO and the MOI in the event that the MTO does not meet its PSC.

⁷ Some municipalities may have shorter timelines for notice of work to issue a Road Occupancy Permit, Successful Proponents may adhere to municipality timelines instead of PT. Where a Road Occupancy Permit is not required, the Successful Proponent notifies the municipality directly within 5 days prior to work commencement.

2.3 Technical Assistance Team (TAT)

IO may establish a Technical Assistance Team (TAT) to assist with various aspects under this Guideline. More specifically, the TAT may:

1. Provide technical assistance, negotiation support and quality assurance to various permit and authorization applicants.
2. Provide extra support for those smaller municipalities and LDCs who may struggle to meet the demands of the AHSIP.
3. Work with Successful Proponents, LDCs, municipalities and other parties involved in the deployment of broadband to reduce barriers for provincially funded projects.

The TAT may also:

1. Provide informal mediation support in mitigating and managing conflicts, supporting collaborative dialogue between parties.
2. Serve a quality assurance and application support function to reduce errors and missing information in applications for authorizations and permits.
3. Offer a technical capacity to help interpret standards, for example supporting ISPs looking to identify feasible new means and methods to accelerate broadband deployment within the regulated safety framework.

Resolving Disputes

The Guideline contemplates and recommends that parties will collaborate to resolve disputes amongst themselves in a spirit of cooperation. Where a resolution cannot be reached, informal disputes may be referred to IO for assistance in finding a resolution parties can agree upon. Parties seeking to make use of IO's mediation support should adopt the use of BOW to ensure IO has sufficient and detailed project information necessary to provide assistance in the dispute. Appropriate parties may choose to escalate the dispute to an appropriate resolution body.

Appendix 1: Application Requirements, Templates and Forms

Application Requirements and Guidance Documents

This section includes reference guidance for:

1. [As-Built Drawings and Records](#)
2. [Drawing Requirements](#)
3. [P.Eng. Design Drawings Requirements and Structural Analysis](#)
4. [Standard Utility Offsets](#)

Sample Template and Forms

This section includes the following sample templates and forms:

5. [Sample One-Touch Make-Ready Agreement](#)
6. [Sample Application for Aerial Attachment](#)
7. [Sample Materially Insignificant Declaration](#)
8. [Sample Certificate of Deviation](#)
9. [Broadband One Window Record of Municipal Access Agreements](#)
10. [Sample Application for Municipal Consent](#)
11. [Sample Application for Road Occupancy](#)
12. [Sample Notice of Completion](#)
13. [Sample Record of Inspection Form](#)

As-Built Drawings and Records

GENERAL

Municipal, regulatory and other approving authorities often call upon Successful Proponents (and their engineering consultants) to provide records of completed works.

The purpose of this Guideline is to provide guidance for the preparation of record drawings or documents, as well as the preparation of as-built drawings or documents.

The records, documents and as-built drawings should be supplied to the LDC or Municipality within the PT stipulated in the Guideline.

As a minimum, the drawings / documents should include, but are not limited to:

- Any offset dimensions for above grade installed facilities from the specified locations including poles, down guys, pedestals, fibre-optic splice closures , attachment heights;
- Any offset dimensions for below grade installed facilities from the specified locations, including but not limited to trenches, subsurface chambers, subsurface boxes and vaults;
- All references to pictures taken;
- Any changes to bonding or grounding;
- Any new additional items installed that were not on the original design drawings;
- Any items not installed that were not on the original design drawings; and,
- Any materials that were substituted from the materials on the original design drawings.

The Professional Engineers Ontario (PEO) has published a document titled *Preparing As-Built and Record Documents*, which provides the distinction between As-Built and Record information. These are summarized below.

Records

- Record documents are prepared based on information that was observed by a practitioner or by someone under the practitioner's supervision. After a practitioner has reviewed the record documents and is satisfied that they are accurate, the practitioner must seal the documents.
- For record documents, the original design practitioner's seal should be removed. Practitioners preparing record documents must apply their seal.

As-Built

- As-built documents are prepared based on information gathered during construction or fabrication by someone other than a practitioner or someone under their supervision. Often, the information is provided by the contractor in the form of red-line mark-ups of the design drawings. If a practitioner then proceeds to revise the design documents to incorporate the red-line mark-ups, these documents should be clearly marked as "As-Built Documents" and not sealed.
- As-built documents should not be sealed. The original design engineer's seal must be removed when preparing as-built documents.

Successful Proponents may also want to reference the ESA's Guideline for Third Party Attachments.

AERIAL DRAWINGS

Once the new plant has been installed or the modifications to an existing attachment have been completed (regardless of whether Standard Designs, or an Approved Plan were used), the construction should be inspected and approved in accordance with the following references:

- Ontario Regulation 22/04;
- ESA – Technical Guidelines for Inspection and Approval of Construction; and
- ESA – Guideline for Third Party Attachments

A Professional Engineer or ESA or a Qualified Person identified in the Local Distribution Company's (LDC) Construction Verification Program must prepare a Record of Inspection and a Certificate of Construction.

For telecommunication plant installations, the LDC could complete the construction inspection themselves, have the Proponent do it, or both. It is dependent upon the territory and the LDC involved.

Typically, the inspector (note: this is not an ESA inspector) performs a post construction inspection since pole line installations are visibly verifiable after construction. The exceptions are the installation of anchors and ground rods / plates which are buried and not visibly verifiable after construction. It is advisable to observe these before they are buried or the red lines from the construction contractor will need to be relied upon.

The "Record" of this inspection can be in the form of marking compliances and deviations on the Issued for Construction drawings, work instructions assembled from Standard Designs, or a separate document (for example). Any unacceptable deviations should be noted on the Record of Inspection for resolution by the appropriate party. Once the unacceptable deviations have been remedied, the Record of Inspection can be finalized, signed and dated by the Professional Engineer or ESA or Qualified Person, and a Certificate of Construction can be completed.

The Certificate of Construction can be a separate document or it can be a stamp or signature added to the Record of Inspection and/or construction drawings. It should include the following information:

- name and signature of the inspecting Professional Engineer, ESA representative or qualified person;
- name of the LDC; and,
- confirmation that the construction meets the plan, work instruction, or Standard Design; and date of certification.

The Record of Inspection and Certificate of Construction are to be sent to the LDC who must retain them in the event of an ESA audit.

UNDERGROUND DRAWINGS

For buried telecommunications installations, any necessary design modifications and field changes made by the Successful Proponent or requested by the road authority or municipality during construction are to be included.

It is important to predetermine the level of post construction deliverable that is required, as this will impact the level of inspection that is required. For buried installations, after the construction has been

completed and most items are concealed (except pedestals for example) inspection accuracy will be limited. During construction inspection will provide the best scenario for accuracy.

During construction “field returns” may be Issued for Construction (IFC) drawings marked up by the construction contractor, the construction inspector, or both.

This information is then added to the original IFC drawings and updated to the final version. Refer back to the GENERAL section of this document to determine what the final version of drawing is called (Record Drawing vs. As-Built Drawing).

The information changes from the field returns that are placed on the final drawing are more easily identified with a cloud around the change, along with a drawing version or issuance number in a triangle beside the cloud.

Both the field returns and the final drawing are to be retained by the Proponent as well as copies sent to the approving authorities that permitted the construction.

Drawing Requirements

GENERAL

This section contains guideline information only to assist Successful Proponents / ISPs and governing/approving authorities of rights-of-way such as municipalities with the preparation of drawings that will assist in the permitting process. These guidelines are not prescriptive or binding, rather they provide good practice for drawing preparation.

This Guideline, along with the other appropriate standards form the basis for complete submissions. Successful Proponents should confirm if the minimum drawing requirements are outlined within the LDC Occupancy Agreement or within the Municipal Consent agreement.

In 2002, the ASCE published the ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" document, outlining a credible system to classify quality of utility location information in design plans. The standard defines SUE requirements and sets out guidance for the collection and depiction of subsurface utility information. ASCE 38-02 sets out guidelines for how to qualify the accuracy of mapping existing infrastructure and relay information to a drawing.

All parties submitting drawings of buried infrastructure should follow the requirements outlined in the American Society of Civil Engineers (ASCE) 38-02, ASCE 75 or CSA S250 for all submitted information to the BOW. The ASCE 38-02, ASCE 75 is generally two-dimensional data focused and CSA S250 is a more modern quality standard which reflects modern technical developments to specify accuracy in three-dimensional data collection.

BASIC DRAWING REQUIREMENTS

The basic requirements apply to all drawings.

- a. Title block (name & address of Successful Proponent, date, north point, drawing/project number, location of project)
- b. Name & phone number of the Project Manager for the specific application
- c. Language: English/French as appropriate
- d. Scale & Dimensions: Metric
- e. Scale Size: (e.g., 1:1000, 1: 500, 1: 250)
- f. Legend of symbols
- g. Key Map
- h. Certified standards that have been applied
- i. Street names: clearly indicated

PROJECT SPECIFIC DRAWING ORIENTATION REQUIREMENTS

The orientation requirements apply to all drawings.

- a. North Point
- b. Key Map
- c. Street names: clearly indicated
- d. Sidewalks, driveways, curbs, trees, buildings, bridges, rivers, railroads, other utilities if they add clarity to specific issues
- e. Lot lines and/or buildings, and house numbers
- f. Horizontal offset measurements from proposed facilities to existing infrastructure (ie poles, buildings, other utilities, traffic, street lighting, signs, bridges etc.) and above grade elements that may be in conflict (e.g., trees, shrubs, pedestals, street lights, bus shelters etc.)

PROJECT SPECIFIC DRAWING REQUIREMENTS - AERIAL

The project specific requirements apply for every segment proposed on the drawings as they apply to aerial drawings. These sheets contain the specific construction details required for the approving authority (e.g., municipality) to grant permit and for the Successful Proponent (or their contractors) to build. The minimum recommended content to be contained in the drawing area are described below.

North Arrow	Sidewalks where applicable
Legend	Mature tree dripline where applicable
Scale (or NTS if not to scale)	Location of above grade structures
Street Names	Location and depth of ditches
Property Addresses	Location and type of all existing facilities
Building Numbers	Location and type of all proposed facilities
911 Address if applicable	Easements as applicable
Lot number	Property lines
Concession Number	Guard Rails
City, Town or Township	Fencing
Edge of Roadway, pavement and curbs	River features
Horizontal and vertical clearances	Bridges

Notes:

- a. Sidewalks, driveways, trees, buildings, bridges, rivers, railroads, other utilities to be included if they add clarity to specific issues
- b. Clearly indicated poles and strands and their ownership for aerial designs
- c. Proposed cable and Support Strands clearly indicated with heavier line style
- d. Proposed cable to be over-lashed to existing support strand and indicate owner of that support strand
- e. Indicate which side of the pole the wire is to be attached
- f. Slack storage & splice can locations
- g. Electrical bonding locations
- h. Proposed ground rods
- i. Dips and/or risers
- j. Ducts, guards, and/or concrete work on poles for dips and/or risers
- k. Cable dip/riser details
- l. Proposed and existing Successful Proponent anchoring
- m. Make ready work anticipated by the Successful Proponent with the Owner's poles or third-party Attachments
- n. Railroad, major highway, & river crossing engineering details & associated profiles
- o. Pole height contact detail (by drawing or table) indicating dimensions above grade for all existing telecommunications / CATV contacts by name, streetlight contacts, lowest Hydro contacts (neutral, secondary, primary, transformers, unprotected Hydro riser/dips) for both new and existing support strands.
- p. Horizontal offset measurements for proposed pole contact close construction to buildings, other non-Owner overhead systems (e.g., traffic, street lighting, signs), and/or bridges.
- q. Wiring, wire routing, and Attachment methods to the pole.
- r. Caution notes that impact the safe installation of the facilities
- s. Clear indication of road names

PROJECT SPECIFIC DRAWING PROVISIONS - UNDERGROUND

The project specific provisions apply for every segment proposed on the drawings as they apply to buried drawings. These sheets contain the specific construction details needed for the approving authority (e.g., municipality) to make a determination of granting a permit and for the Successful Proponent (or their contractors) to build. The minimum recommended content to be contained in the drawing area are described below.

North Arrow	Sidewalks where applicable
Legend	Mature tree dripline where applicable
Scale (or NTS if not to scale)	Location of subsurface structures
Street Names	Location and depth of ditches
Property Addresses	Location and type of all existing facilities
Building Numbers	Location and type of all proposed facilities
911 Address if applicable	Details of proposed road crossing profiles
Lot number	Property lines
Concession Number	Easements as applicable
City, Town or Township	Guard Rails
Edge of Roadway, pavement and curbs	Fencing
Roadway crossings as applicable	Horizontal and vertical clearances
Depth of cover	Joint trench profile, as applicable
Bridges	River features

Notes:

- a. Railroad, major highway, & river crossing engineering details & associated profiles should be explicit.
- b. Construction notes should detail the size, location and types of conduits, vaults, cables/fibre or other facilities.
- c. The method of construction (drilling, boring, ploughing, other) should be provided.
- d. Profile view of the buried facilities that displays the depth of installation relative to grade and its position within the trench (trench and road crossing profiles) for all road types.
- e. Caution notes that impact the safe installation of the facilities are to be included.
- f. A plan view showing proposed running lines in relation to the streets, curbs, driveways, sidewalks and property lines.
- g. Profiles of the running line at crossing locations or as otherwise dictated by the Approving Authority for permit acquisition.
- h. Representation of new (bold) and existing (normal line weight) Successful Proponent cables and duct.
- 1) Text labeling the size (diameter) of all existing and new distribution cables shown on the drawing within the Construction Notes block.
- i. Representation of other utilities' facilities if required by the Approving Authorities.
- j. A Construction Notes block that identifies on an "arb by arb" basis the scope of work to be completed. This information includes (but is not limited to) where to install cable / conduit, vaults, and pits and the proposed method of construction for example.
- k. Numeric "arbing" should be sequential throughout the entire project design drawing.
 - a. Arbs at match lines from drawing to drawing should be the same numeric value.
 - b. Each page requires beginning and ending arbs to show the construction identified on the page.

- c. Where possible create match line at a permanent landmark (i.e. utility pole, pedestal, lot line).
- l. All risers to aerial drawings should identify associated drawings by their designated drawing number.
- m. Construction notes must be specific to the work activity identified in the limits of each individual page as noted by the beginning and ending arbs. If there is an ADDITIONAL NOTES Block, it must contain at a minimum the following mandatory notes as required by the Successful Proponent:

DRAWINGS ARE NOT TO SCALE. THE CONTRACTOR SHOULD VERIFY ALL DIMENSIONS ON SITE AND REPORT ANY DISCREPANCIES TO THE ORIGINATOR BEFORE COMMENCING THE WORK. THE CONTRACTOR MUST BE FAMILIAR WITH THIS COMPLETE PACKAGE, INCLUSIVE OF ALL EXHIBITS PRIOR TO COMMENCING WORK.
- n. Details for any equipment to be installed are to be included only on the page where it is represented in the plan view.
- o. All pedestals should have an inset on the drawing showing both the dimensions of the vault and above grade portions.
- p. When required by the approving authority (e.g., municipality), include tree canopy dimensions and tree protection details on the page where it is represented in the plan view.
- q. For underground projects, locations of vaults are to be shown relative to curbs or other fixed monuments.
- r. A full Bill of Material should be included if required from the approving authorities (e.g., municipalities).

MULTI-SHEET PROVISIONS

All sheets of multi-sheet drawings should be of the same type within a specific project.

- a. All information sheets (Schedules, Exhibits) to be identified by alphabetical designation in the title block as A, B, C and so on.
- b. All drawing sheet numbering should include the drawing number and total number of drawings, as "Drawing 1 of 1," "Drawing 1 of 2," or "Dwg 1 of 2", "Dwg 2 of 2" and should be uniform for all related sheets.
- c. The drawing area indicating the proposed construction should be oriented such that North points to the top of sheet by an industry accepted North Arrow symbol.
- d. Where projects have both aerial and buried requirements, aerial portions and buried portions should be on separate design drawings, each following their design requirements.
- e. Continuation notes (where the break occurs to be continued on a different page) should be clearly indicated.

TITLE BLOCK PROVISIONS

The title block should contain the minimum information stated below.

- a. Key map
- b. Legend
- c. Successful Proponent Logo
- d. Revision Information
- e. Design Firm Logo, Address, Phone Number (if a Design Firm is used)
- f. Project Number
- g. Project Data: Project Type, Project Name, Scale, Date, Drawing Number and the sheet number of the total number included

COVER SHEET

The first sheet of a drawing set should be a “Cover Page” and always contain the following information:

- a. Successful Proponent logo and applicable office location
- b. Project Name as provided by Successful Proponent
- c. Project Location, including street and city reference
- d. Project Type (e.g., Buried Fibre Optic Installation)
- e. Successful Proponent Project Number
- f. Design Firm Project Number
- g. Drawing List (use full titles; e.g., ‘SCHEDULE A - KEY MAP’)
- h. Design firm logo, address, phone number
- i. Drawing date to match the latest revision date; positioned at bottom centre of page under Design Firm logo
- j. Map of sheets, outlining the sheet numbers on a map
- k. Initial date of drawing creation

Bottom of Page:

- l. Block with Successful Proponent contact for approving authority (e.g., municipality) information
- m. Block with Successful Proponent Planning contact information
- n. Block with approving authority (e.g., municipality) contact information
- o. Number of page designation required (alphabetical or numerical or both)
- p. Revision block showing all changes; identify change and drawing page number and date
- q. Permit Kilometers block showing totals for the project

SPECIALTY PERMITS

Specialty permits may be required based on the route selected and whether the proposed running line for the facilities falls within the jurisdiction of the governing authority (e.g., municipality). The Successful Proponent will be required to contact or access published materials in order to determine any specific drawing requirements for each type of permit.

SAMPLE DRAWINGS

Sample drawings are shown below for a typical telecommunications installation.

ISP COMPANY LOGO

PROJECT NAME: CRAIG RD. FIBRE INSTALLATION
 PROJECT LOCATION: CRAIG RD., WHITE ST. TO JOHN RD.
 PROJECT TYPE: AERIAL FIBRE OPTIC INSTALLATION
 ISP PROJECT #: XXXXX
 ENGINEERING PROJECT #: 2021-XXXX

DRAWING LIST

SITE SPECIFIC DRAWINGS	DRAWING NUMBER
KEY MAP	A
NOTES	B
LEGEND	C
AERIAL TYPICALS	D
CRAIG RD.	1 OF 2
CRAIG RD. & JOHN RD.	2 OF 2
DESIGN DATA	E1-E2
SPLICE SCHEMATIC	F
BILL OF MATERIALS	G

POLES WITH EXISTING ATTACHMENT	0
ADDITIONAL POLES REQUESTED FOR ATTACHMENT	0
PERMIT METERS	
TOTAL	0
ROUTE SUMMARY	
CABLE TYPE	###
STRAND SIZE	###
POLE OWNER DISTRIBUTION	
HYDRO	0
ISP	0
MAKE READY SUMMARY	
HYDRO	0
TOWN/CITY OF ----	0
ISP 1	0
ISP 2	0

CONSULTANT'S LOGO

TODAY'S DATE

CONSULTANT CONTACT JANE DOE PHONE (705) 444-4444 JANE.DOE@CONSULTANT.COM	REP/CONTACT JOE SMITH PHONE (705) 555-5555 JOE.SMITH@ISP.COM
---	---

SCHEDULE 'A' KEYMAP



CITY/TOWNSHIP OF ANYWHERE	
CONSULTANT CONTACT JANE DOE PHONE (705) 444-4444 JANE.DOE@CONSULTANT.COM	REP/CONTACT JOE SMITH PHONE (705) 555-5555 JOE.SMITH@ISP.COM
ADDITIONAL NOTES: (DRAWINGS ARE NOT TO BE SEALED. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND REPORT TO THE ENGINEER. THE CONSULTANT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE CONTRACTOR. THE CONSULTANT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE CONTRACTOR.)	
COA	
P. ENG STAMP	
ISP LOGO	
NO. QUANTITY NO. QUANTITY NO. QUANTITY NO. QUANTITY	DESCRIPTION DESCRIPTION DESCRIPTION DESCRIPTION
CONSULTANT LOGO	
PROJECT TYPE: AERIAL FIBRE OPTIC INSTALLATION PROJECT NAME: CRAIG RD. FIBRE INSTALLATION DRAWN BY: JANE DOE CHECKED BY: JOE SMITH DATE: 11-30-2021 SCALE: N.T.S. SHEET: 1 OF 2	

SCHEDULE 'C' LEGEND

LINE TYPES

GENERAL	---
NEW UNDERGROUND	---
EXISTING UNDERGROUND	---
NEW AERIAL CABLE	---
EXISTING AERIAL CABLE	---
EXISTING AERIAL FIBRE	---
EXISTING AERIAL CABLE	---
NEW AERIAL STRAND	---
EXISTING AERIAL STRAND	---
EDGE	---
GUARD RAIL	---
RAIL FENCE	---
CONTINUING	---
RIGHT-OF-WAY	---
CURB	---
SEWERAGE	---
DRIVE	---
UNDERGROUND UTILITIES (EXISTING)	---
HYDRO	---
TRAFFIC SIGNAL	---
SP 1	---
SP 2	---
SP 3	---
GAS	---
WATER	---
STORM SEWER	---
SEWAGE TREATMENT	---
PIPELINE	---
ARMORED UTILITY	---

ENGINEERING SYMBOLS

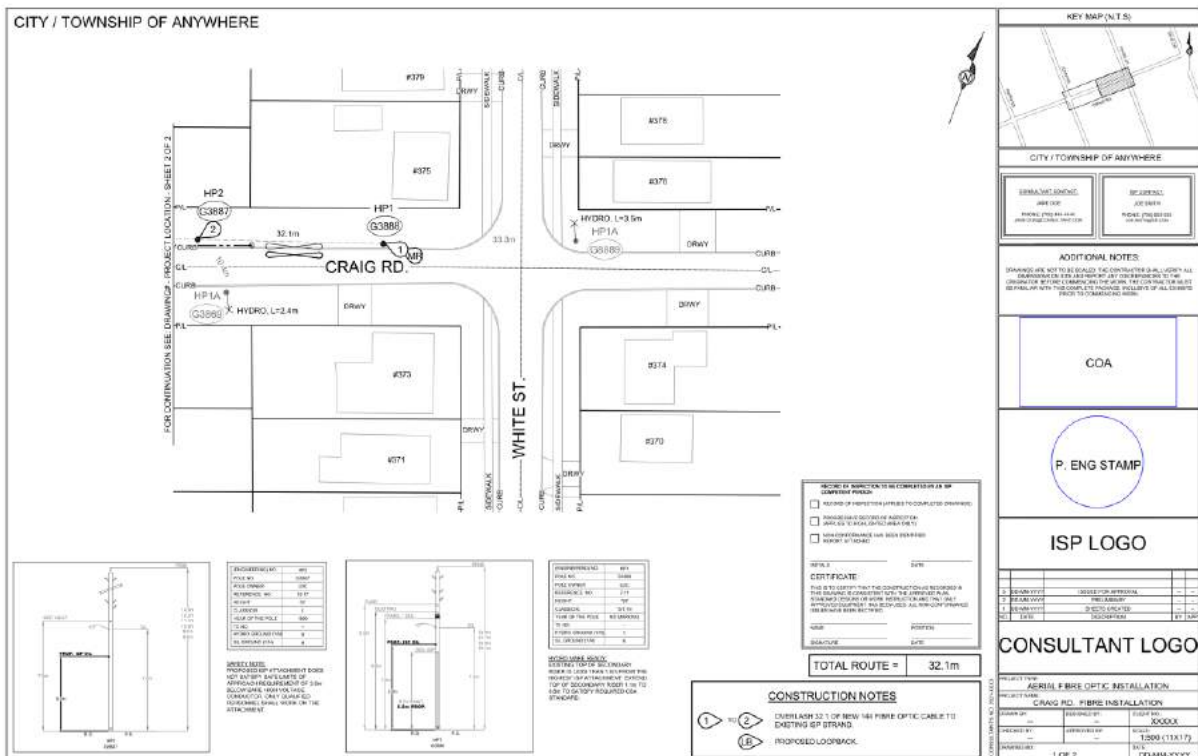
UNDERGROUND CABLE	---
MANHOLE	---
MINI-HOLE	---
PEDESTAL	---
NOSE	---
GROUND ROD	---
DOWN GUY & ANCHOR	---
SEPARATE DOWN GUY & ANCHOR	---
LOOPBACK (STORAGE BLACK)	---
SPIN OFF	---
OPTICAL FIBRE ENCLOSURE	---
CORNER SPACE	---
COIL STORAGE (BLACK)	---
CABLE RISER (BUT)	---
CROSSOVER CLAMP	---
GENERAL	---
WOODEN POLE	---
CONCRETE POLE	---
STEEL POLE	---
GAS WATER VALVE	---
TRAFFIC CONTROL BOX	---
BOX	---
SPUR	---
TRAIL	---
STORM SEWER MINI-HOLE	---
SANITARY SEWER MANHOLE	---
HYDRO MINI-HOLE	---
WATER MINI-HOLE	---
FIRE HYDRANT	---
CATCH BASIN	---
FOREIGN PEDESTAL	---
HYDRO VAULT	---
FOREIGN HANDWELL	---
HORIZONTAL CONTROL MONUMENT	---
TRANSFORMER VAULT	---
IRON GUY	---
STANDARD IRON BAR	---
WORK OPERATION	---
NOTES	---
NOTES	---

CONSTRUCTION NOTES

- OVERLAP 14 IN. OF NEW TO EXISTING 12 F.C. & 2" STRAND.
- INSTALL NEW ANCHOR.
- BOND STRAND AND LEAVE SUFFICIENT LENGTH OF COIL FOR ANCHOR CONNECTION TO MGN.
- BOND STRAND TO EXISTING VERTICAL GROUND WIRE.
- INSTALL NEW RISER.
- INSTALL DOWN GUY ON EXISTING ANCHOR.
- FOR NEW
- INSTALL GROUNDING ELECTRODE, CONDUCTOR AND CONNECT TO THE SUBSTATION STRAND.
- NEW LOOPBACK (BLACK STRAND)
- NEW POLE VOLTAGE UP
- NEW READY LOCATION
- REMOVE EXISTING ANCHOR
- REMOVE EXISTING DOWN GUY
- STRAND TO STRAND BOND
- NEW SPAN GUY
- BLACK SPAN
- TRAIL TRUBBING
- NEW CROSSOVER CLAMP

POLE PROFILE (TYPICAL)

DESCRIPTION	UNIT
POLE NO.	1001
REFERENCE NO.	1001
HEIGHT	15.0
CLASSIFICATION	1
DATE OF THIS FILE	10/10/2010
PROJECT NO.	1001
PROJECT NAME	1001
PROJECT LOCATION	1001
PROJECT STATUS	1001
PROJECT OWNER	1001
PROJECT CONTACT	1001
PROJECT ADDRESS	1001
PROJECT PHONE	1001
PROJECT FAX	1001
PROJECT EMAIL	1001
PROJECT WEBSITE	1001
PROJECT DESCRIPTION	1001
PROJECT SCOPE	1001
PROJECT BUDGET	1001
PROJECT RISK	1001
PROJECT IMPACT	1001
PROJECT BENEFIT	1001
PROJECT SUSTAINABILITY	1001
PROJECT COMMUNITY ENGAGEMENT	1001
PROJECT TRANSPARENCY	1001
PROJECT ACCOUNTABILITY	1001
PROJECT INTEGRITY	1001
PROJECT ETHICS	1001
PROJECT VALUES	1001
PROJECT MISSION	1001
PROJECT VISION	1001
PROJECT STRATEGY	1001
PROJECT TACTICS	1001
PROJECT TOOLS	1001
PROJECT RESOURCES	1001
PROJECT CAPACITY	1001
PROJECT PERFORMANCE	1001
PROJECT INNOVATION	1001
PROJECT LEADERSHIP	1001
PROJECT TEAMWORK	1001
PROJECT COLLABORATION	1001
PROJECT PARTNERSHIP	1001
PROJECT ALLIANCE	1001
PROJECT NETWORK	1001
PROJECT ECOSYSTEM	1001
PROJECT ENVIRONMENT	1001
PROJECT CLIMATE	1001
PROJECT BIODIVERSITY	1001
PROJECT LANDSCAPE	1001
PROJECT PLANT LIFE	1001
PROJECT ANIMAL LIFE	1001
PROJECT MICROBES	1001
PROJECT GEOLOGY	1001
PROJECT SOILS	1001
PROJECT WATER	1001
PROJECT AIR	1001
PROJECT CLIMATE	1001
PROJECT WEATHER	1001
PROJECT SEASONS	1001
PROJECT CYCLES	1001
PROJECT PATTERNS	1001
PROJECT TRENDS	1001
PROJECT PROJECTIONS	1001
PROJECT SCENARIOS	1001
PROJECT OUTCOMES	1001
PROJECT RESULTS	1001
PROJECT IMPACTS	1001
PROJECT EFFECTS	1001
PROJECT CONSEQUENCES	1001
PROJECT RISKS	1001
PROJECT OPPORTUNITIES	1001
PROJECT CHALLENGES	1001
PROJECT SOLUTIONS	1001
PROJECT ACTIONS	1001
PROJECT DECISIONS	1001
PROJECT POLICIES	1001
PROJECT PROCEDURES	1001
PROJECT STANDARDS	1001
PROJECT GUIDELINES	1001
PROJECT BEST PRACTICES	1001
PROJECT LESSONS LEARNED	1001
PROJECT KNOWLEDGE	1001
PROJECT SKILLS	1001



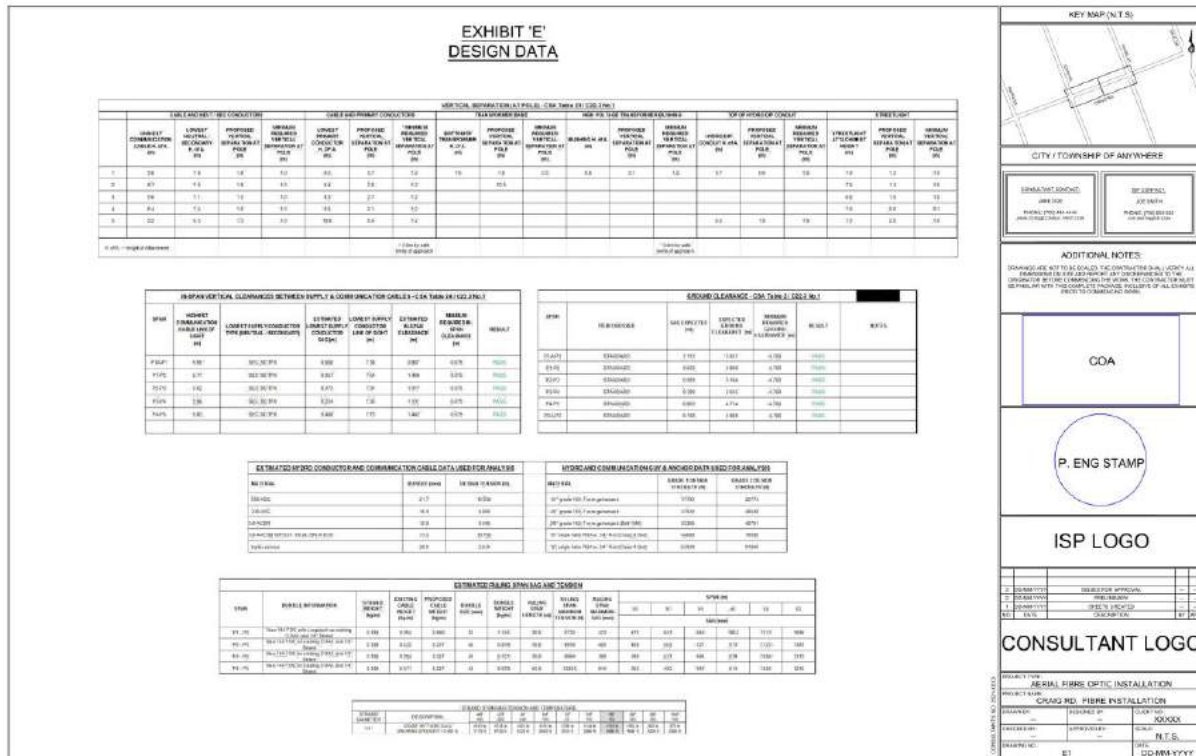


EXHIBIT 'G'
LIST OF MATERIALS

PROPOSED DOWN-BAY AND ANCHOR SUMMARY							INSTALLED BY CONTRACTOR		
POLE NUMBER	DESCRIPTION	NOTE	STREET NAME	LEAD DISTANCE (m)	DECK DISTANCE (m)	STANDARD STAYING SIZE	ANCHOR SIZE	INSTALLATION TORQUE	DATE OF INSTALLATION
P01	ANCHORING HOLE 1 (DOWN-BAY AND ANCHOR)	ANCHORING	METCALFE RD	3.2m	10.0m	PROPOSED 100 mm DIA			
	ANCHORING HOLE 2 (DOWN-BAY AND ANCHOR)	ANCHORING				PROPOSED 100 mm DIA			
	ANCHORING HOLE 3 (DOWN-BAY AND ANCHOR)	ANCHORING				PROPOSED 100 mm DIA			
P02	ANCHORING HOLE 4 (DOWN-BAY AND ANCHOR)	ANCHORING	METCALFE RD	3.2m	10.0m	PROPOSED 100 mm DIA			
	ANCHORING HOLE 5 (DOWN-BAY AND ANCHOR)	ANCHORING				PROPOSED 100 mm DIA			
	ANCHORING HOLE 6 (DOWN-BAY AND ANCHOR)	ANCHORING				PROPOSED 100 mm DIA			

ALL DRILLING CONDUITS SHALL BE 100mm DIA AND SHALL BE INSTALLED IN THE SAME MANNER AS THE ANCHORS.

[illegible][illegible]

P.Eng. Design Drawings, Structural Analysis and Design Provisions

GENERAL

This document, relating to the design and construction of telecommunications facilities either in proximity to Local Distribution Companies' (LDC) electrical plant, or in proximity to buried utilities is intended to be used in conjunction with the latest issuances of Ontario Reg. 22/04, the Electrical Safety Authority (ESA) Bulletins and requirements, CSA Standards 22.3 No.1 (Overhead Systems) and CSA Standards 22.3 No. 7 (Underground Systems), and *the Occupational Health and Safety Act* (OHSA). The Successful Proponent is responsible for compliance with all rules and applicable municipal, provincial, or federal laws, codes, and regulations. In all situations, it is the responsibility of the Successful Proponent to be familiar with and adhere to the OHSA, CSA standards during installation, maintenance, and related activities involving their facilities attached to any LDCs facilities.

OVERVIEW

Aerial

The Successful Proponent is to be aware that LDC's poles are part of an overhead electrical distribution system, and that all of the power lines attached to the poles should be presumed energized at all times. All persons, including the Successful Proponent's employees and contractors, must exercise caution and take all reasonable precautions when working on or near electric utility poles and/or near high-voltage lines.

Where Federal and Provincial regulations directly address construction activity in the vicinity of overhead electric lines, and violators are subject to criminal penalties and civil liabilities, these laws apply to employers, contractors, owners and any other parties or persons responsible for or engaged in construction activities.

The Distribution Pole includes:

- a) Pole-Top Zone
- b) The Electrical Supply Zone or Supply Space
- c) Neutral Zone or Clearance Zone
- d) Communications Space

The Pole-Top Zone is the pole space located at the top of the pole above the energized portion of the pole.

The electrical supply zone or supply space is reserved for electrical supply facilities. Most supply space wiring consists of uninsulated conductors. The supply space may include separate facilities operating at different voltages; for safety reasons, typically the highest voltages are located uppermost on the pole.

The neutral zone is the safety zone, or "neutral" space, between the lowest electrical supply conductor or equipment and the highest communication cables or equipment.

The communications space is the lower portion of pole containing telecommunications attachments, and other communications cables.

Underground

All proposed buried telecommunications facilities must be designed and installed in compliance with local, provincial, and national standards. The running lines for cable must comply with the approved

offsets defined by the ESA (Regulation 22/04) governing road and municipal authority. Additional approvals may also be required for access to other rights-of-way including creek or waterway crossings, or railway crossings and facilities must be designed and installed in compliance with the requirements of the respective governing authority (e.g., municipality).

DESIGN, ENGINEERING AND CONSTRUCTION PROVISIONS

Design Considerations - Aerial

1. The design should be designed to meet CSA 22.3 No. 1.
2. Telecommunication attachments should be installed as high as permissible within the Communication Space on the pole.
3. Where there are no previous attachments on the pole, the first attachment should typically be placed at the highest position that complies with the minimum clearance, separation and spacing (clearance) requirements specified by CSA 22.3 No. 1 specifications, as amended from time to time, and the standards of the LDC. In such cases, subsequent attachments should be made at the next highest position while maintaining minimum required clearances from the ground, supply and other communication facilities.
4. If a pre-existing violation is identified, new attachments can be installed only if the new attachments can meet CSA 22.3 No. 1 specifications, CSA C22.3 No. 5.1, clearance requirements, or the existing attachments are adjusted to provide adequate clearance.
5. For attachments proposed on LDC poles located on private property, prior permission must be obtained from the property owners. An LDC assumes no responsibility for securing any permission that may be required, and the Successful Proponents should not assume that permission exists based solely on the presence of an LDC's facilities.
6. An LDC will not obtain or negotiate rights-of-way for the benefit of a Successful Proponent and no guarantee is given by an LDC of permission, from property owners, municipalities or others. Successful Proponents should in all cases be solely responsible for obtaining consent, where necessary, from landowners and governmental entities involved.

Construction Considerations - Aerial

1. Communications cables are typically designed for installation on the same side of poles (typically the street side) as LDC's neutral and secondary conductors and any existing communications cables. In the absence of any existing installations on LDC's poles, communications cables should be installed on the street side of poles.
2. Communications cables should be designed for installation within the communication space as high off the ground as possible and to conform to CSA 22.3 No. 1 specifications and/or LDC's Standards.
3. The Successful Proponent must ground and bond its messenger in accordance with requirements of the CSA 22.3 No. 1 specifications and the OHSA, as amended from time-to-time. Only LDC and its approved contractors are authorized to bond the telecom bonding wire to the LDC neutral conductor. The Successful Proponent should leave on the pole a coil of bonding wire of sufficient length to allow LDC or its contractor to uncoil the wire and make the final bonding connection to the LDC neutral conductor.
4. Communication cables should be identified by tagging every cable at every pole. Existing untagged cables should be identified at every pole during normal maintenance. Untagged cables may be treated as unauthorized attachments.

5. The Successful Proponent is responsible for coordinating adjustments of existing attachments with appropriate third parties; prior permission to adjust existing cable facilities between any new Successful Proponent and any existing attacher should occur before any adjustments are made.
6. Horizontal or vertical extension arms should not be used by the Successful Proponent to achieve required vertical clearances and/or horizontal separation.
7. The Successful Proponent should avoid 3rd party cable risers on three-phase primary cable riser poles, or poles with pole-top switches.
8. Only one U-Guard is allowed per pole.
9. Overlashing should be permitted only on cable attachments and telecommunications attachments. The owner of the cable supporting the overlashed installation is responsible for maintaining both the supporting cable and the overlashed cable in compliance with CSA 22.3 No.1.
10. Overlashing to a Successful Proponent's existing cable can be accommodated under the same design criteria as other communication installations, including post-installation inspection and pole loading. The Successful Proponent may apply for a materially insignificant attachment if the results support the submission of a declaration.
11. Make-Ready work should be performed before any proposed overlashing will be performed.
12. The communications grounding system should be on the opposite side of the pole from LDC ground wire with the grounds connected together at the base of the pole.
13. All guying should be considered as part of the structure, with a design/installation consisting of proper tension to support the attachment(s). Guying locations are typically installed at Successful Proponent's dead-ended facilities, line deflections and/or when a LDC guy is present. Guying adds stability to a pole structure, with one end of the cable secured to the pole structure, and the other anchored to the ground at a distance from the pole structure's base.
14. Each company should independently guy and anchor its respective facilities. Guying is required for third-party attachments in all cases where such facilities add an unbalanced tension load to the pole.
15. Guy anchors are part of an LDC's post-Installation Inspection review. Communication cables must be properly guyed and anchored before tensioning. Successful Proponent must install separate guying and anchoring devices to secure their cables. The Successful Proponent is responsible for ensuring that communication cables are independently guyed and anchored.
16. Attachment to LDC's anchors are not permitted.
17. The Successful Proponent should coordinate with the LDC for all vegetation trimming necessary on or around its attachments, both during and after installation. The LDC may or may not provide any vegetation trimming services for communication facilities.

Design Considerations – Underground

The design should be designed to meet CSA 22.3 No. 1. The telecommunication plant should adhere to (but not limited to) the following to satisfy client, Right of Way authority and applicable specifications requirements;

- minimum depths of cover;
- minimum separation from other infrastructure or objects;
- grounding and bonding; and,
- joint trenching design where applicable.

Construction Considerations – Underground

The Successful Proponent should ensure that a Road Occupancy Permit (ROP) and/or Municipal Consent (MC) is obtained prior to commencing any activities in the ROW. All conditions of the ROP and any conditions required by the Municipal Access Agreement (MAA) should be adhered to.

Before commencing the work, the Successful Proponent's contractor should obtain locates to inform themselves of the location of all existing services and infrastructure that may be impacted by their installation activities.

AERIAL DRAWINGS

For submissions based on approved standard designs developed the Successful Proponent, the Successful Proponent will need to supply information to the LDC to ascertain that the proposed attachment is in accordance with the approved standard designs. After review and approval by the owner the permission is granted to proceed with construction. These submissions need only to be prepared by a competent person, as defined by the LDC.

For submission based on the Successful Proponent providing the work plans and work instructions assembled by a P.Eng, the LDC will grant permission to proceed after a review of the design.

The P.Eng stamped drawings are to be prepared using industry applicable software that has been approved for use by the LDC. The outputs of the software should include, for each affected pole, the relevant information for each of the items below:

- Location Analysis Summary
- Design Properties
- Load Case Properties
- Loading
- Pole Strength
- Pole Static Analysis
- Wire End Points and Wires
- Downguys and Anchors
- Cross Arms
- Insulators and other Equipment (e.g., Transformers, Streetlight Arms etc.)
- Strength Case Appendix
- Load Case Appendix

All drawings should conform to the drawing provisions noted above. A pole profile is required for each affected pole indicating existing and proposed attachments. See Figure 1.

The *ESA Guideline for Third Party Attachments* can be referred to for additional information.

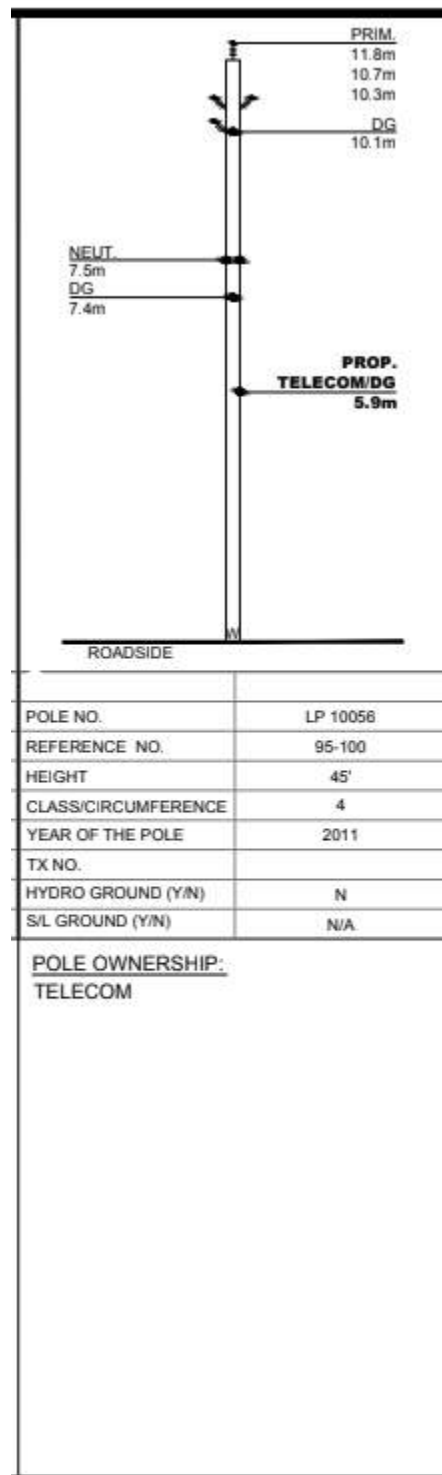


Figure 1: Sample Pole Profile

The drawings should include the seal of the responsible P.Eng, as well as a signed Certificate of Approval (COA). See Figure 2.

CITY/TOWN OF ANYWHERE																												
<div style="border: 1px solid black; padding: 5px; text-align: center;"> <h3 style="margin: 0;">Company Info</h3> </div>		<div style="border: 1px solid black; padding: 5px;"> <p style="margin: 0; text-align: center;">THURCOM CONTACT</p> <p style="margin: 0; text-align: center;">JOE SMITH</p> <p style="margin: 0; text-align: center;">OFFICE TEL: (705) 555-5555</p> <p style="margin: 0; text-align: center;">JOE.SMITH@THURCOM.COM</p> </div>																										
<p style="text-align: center;">ADDITIONAL NOTES:</p> <p style="font-size: small;">DRAWINGS ARE NOT TO BE SCALED. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON SITE AND REPORT ANY DISCREPANCIES TO THE ORIGINATOR BEFORE COMMENCING THE WORK. THE CONTRACTOR MUST BE FAMILIAR WITH THIS COMPLETE PACKAGE, INCLUDING OF ALL EXISTENTS PRIOR TO COMMENCING WORK.</p>																												
COA																												
<div style="border: 1px solid black; border-radius: 50%; width: 100px; height: 100px; margin: 0 auto;"></div> <p style="margin: 0; text-align: center;">P.ENG STAMP</p>																												
CUSTOMER LOGO																												
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<p>PROJECT TYPE: AERIAL FIBRE OPTIC INSTALLATION</p> <p>PROJECT NAME: ANY RD., CITY/TOWN, ON.</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <td style="width: 33%;">DRAWN BY: XX</td> <td style="width: 33%;">DESIGNED BY: XX</td> <td style="width: 33%;">CLIENT NO.: XXXXX</td> </tr> <tr> <td>CHECKED BY: XX</td> <td>APPROVED BY: XX</td> <td>SCALE: N.T.S.</td> </tr> <tr> <td colspan="2">DRAWING NO.: A</td> <td>DATE: DATE</td> </tr> </table>				DRAWN BY: XX	DESIGNED BY: XX	CLIENT NO.: XXXXX	CHECKED BY: XX	APPROVED BY: XX	SCALE: N.T.S.	DRAWING NO.: A		DATE: DATE																
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CHECKED BY: XX	APPROVED BY: XX	SCALE: N.T.S.																										
DRAWING NO.: A		DATE: DATE																										

Figure 2: P.Eng Stamp Example

The drawings should also include:

- Key Map
- Constructor installation requirements
- Constructor documentation requirements
- Aerial construction information
- Summary of buried and aerial permit kilometers
- Distribution of pole ownership quantities
- A Make-Ready summary, by attachment owner

- Aerial typical details
- Design data summary tables indicating:
 - Vertical separations at each pole
 - Ground clearance at each span
 - In-span clearances between supply and communications cables
 - Estimated ruling span sag and tension
 - Hydro and communication guy & anchor data used
 - Loading results
- Proposed down guy and anchor summary
- Bill of Materials

Sample One-Touch Make-Ready Sample Agreement

The sample agreement provided below is intended to serve as a sample only, users should consult legal counsel to ensure the agreement is adapted to their specific needs and circumstance.

This Agreement is made as of _____, _____:

BETWEEN:

[Local Distribution Company], a _____ licensed by the Ontario Energy Board under Part V of the *Ontario Energy Board Act*

(the "**LDC**")

AND:

[Successful Proponent], a _____ incorporated under the laws of _____

(the "**Successful Proponent**")

WHEREAS:

- A. The Successful Proponent is carrying out the construction of broadband network infrastructure (the "**Project**") under the Province of Ontario's *Ontario Connects: Accelerated High Speed Internet Program*.
- B. The Project is a *Designated Broadband Project* under **[The Building Broadband Faster Act Guideline]** (the "**Guideline**").
- C. On the date hereof, the LDC has granted the Successful Proponent a permit (the "**Permit**") to attach broadband network infrastructure to the LDC's support structure(s), as described in further detail in the Permit (the "**Attachment**").
- D. Pursuant to the one-touch make-ready process set out in Section **[2]** of the Guideline, the LDC has advised the Successful Proponent that the LDC is unable to undertake and complete the power and telecom make-ready work on the LDC's support structure(s) required in connection with the Attachment (the "**Make-Ready Work**") in accordance with the applicable performance timelines set out in the Guideline.
- E. In order to expedite completion of the Attachment, the Successful Proponent desires to undertake and complete the Make-Ready Work at its own cost and risk.
- F. Pursuant to Section 2 of the Guideline, as a condition to undertaking and completing the Make-Ready Work at its own cost and risk, the Successful Proponent must enter into this Agreement with the LDC.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Successful Proponent acknowledges and hereby agrees that the LDC has, in the context of issuing the Permit, reviewed whether sufficient spare capacity is available on the structure(s) to accommodate the Attachment but the LDC will not conduct a pre-work inspection for

compliance of the structure(s) with construction standards and/or health and safety risks for workers or the public.

2. The Successful Proponent further acknowledges and agrees that the LDC is relying on the information and assessment provided by the Successful Proponent with respect to any structural or other issues with the structure(s) which are inconsistent with applicable construction standards.
3. The LDC hereby authorizes the Successful Proponent to undertake and complete the Make-Ready Work in accordance with this Agreement and the applicable requirements of the Guideline and the Permit.
4. If, as of the date hereof, the LDC has provided the Successful Proponent in writing a list of contractors pre-qualified by the LDC to carry out the Make-Ready Work, the Successful Proponent must select a contractor from such list to carry out the Make-Ready Work. Otherwise the Successful Proponent may propose a qualified contractor for the LDC's approval, and such approval by the LDC should not be unreasonably withheld, conditioned or delayed.
5. The Successful Proponent may proceed with its Attachment prior to the completion of the Make-Ready Work if:
 - a. the Successful Proponent has reviewed any structural or other issues with the structure(s) which are inconsistent with applicable construction standards and a professional engineer ("**P. Eng.**") of or for the Successful Proponent has certified that the Attachment can nevertheless proceed in a safe manner, in compliance with applicable law;
 - b. a P. Eng. of or for the Successful Proponent has provided to the LDC a signed request and declaration in the form attached as Sample Materially Insignificant Declaration to the Guideline (Appendix 1) stating that the Attachment is "materially insignificant" (within the meaning given to such term in the Electrical Safety Authority guidelines), and the LDC has confirmed to the Successful Proponent in writing that the LDC deems the Attachment to be "materially insignificant".

The LDC must review and respond to the request and declaration described in Section 5.b above within the performance time period specified in the Guideline.

6. The Successful Proponent acknowledges that the structure(s) will be deemed to be under its control during the performance of the Make-Ready Work for the purposes of compliance with Electrical Safety Authority requirements and guidelines and health and safety obligations arising from the Canada Labour Code and its regulations.
7. In the event that the Attachment cannot be safely performed until Make-Ready Work can be permanently completed, the Successful Proponent may apply to the LDC for a temporary facility, for Successful Proponent's exclusive use, to bypass a structure requiring Make-Ready Work (a "**Temporary Facility**"). The Successful Proponent acknowledges that any request for the installation or use of a Temporary Facility which comes in contact with a structure of the LDC or which may increase the maintenance or replacement costs of a structure of the LDC should be submitted in advance to the LDC, in the standard form requested by the LDC (if any), accompanied by detailed, signed and sealed (P.Eng.) plans of the proposed Temporary Facility and other documents that may be required by the LDC.
8. Each application for a Temporary Facility should be made in a separate application by the Successful Proponent. In addition, any modification, addition or removal that the Successful

Proponent wishes to make to its Temporary Facilities requires the filing of a new application. The Successful Proponent acknowledges that such application may be submitted to a technical committee comprised of technical experts from the LDC and other owners of support structures and that the Successful Proponent may be invited to present its request to the committee. The LDC reserves the right to accept the request as submitted, to propose an alternative at the Successful Proponent's expense, to return the request to the Successful Proponent if it is incomplete, or to reject the request within **[30]** days. If the Successful Proponent believes that a type of Temporary Facility could be performed without P.Eng. stamped plans or otherwise deviating from the Temporary Facilities process set out herein, the Successful Proponent may submit a proposal with a process specific to that type of Temporary Facility to the technical committee for evaluation.

9. The Successful Proponent agrees to clearly identify its Temporary Facilities as being in the Successful Proponent's name with the notation "Temporary Facility" and, upon completion of the work on the Temporary Facilities, to perform, at its expense, the work to remediate or make the Temporary Facilities permanent within **[90]** days of the completion of the preparatory work including the removal of any Temporary Facilities owned by the Successful Proponent such as poles, conduits, pads, overhead conduits, etc., unless another time period is agreed upon by the parties, after which time the temporary facility will be considered an unauthorized attachment. Any unidentified temporary facility will be considered an unauthorized attachment.
10. Upon completion of the Attachment and Make-Ready Work, the Successful Proponent should deliver to the LDC "As Built" drawings for the Attachment and Make-Ready Work which should include a completed record of inspection form in accordance with the Guideline.
11. The Successful Proponent agrees that any and all damages of any nature whatsoever which may reasonably be considered to result or arise directly or indirectly from the Successful Proponent's performance of the Make-Ready Work and/or the installation, use or modification of any Temporary Facility, in each case which occurred during or within a period of 120 days following delivery by the Successful Proponent of "As Built" drawings for the Attachment and Make-Ready Work pursuant to Section 10 above, should be deemed to have been a result of the Successful Proponent's work, except to the extent that the Successful Proponent can demonstrate that another reason was the cause of such damages.
12. During the 120-day period described in Section 11 above, the LDC and any existing internet service provider attached to the relevant structure (an "**Existing ISP**") should have the opportunity to conduct inspections of the Make-Ready Work and any Temporary Facility work for the purpose of identifying any damage, and must notify the Successful Proponent of any damage to their respective infrastructure prior to the end of such 120-day period. Except to the extent the Successful Proponent can demonstrate that its Make-Ready Work or Temporary Facility work did not cause such damages, the Successful Proponent should, at its own cost, rectify the damages identified by the LDC and/or the Existing ISP within 30 days of receipt of written notice of such damages by the Successful Proponent, unless a longer period of time is agreed between the parties, acting reasonably.
13. The Successful Proponent should notify the LDC's representative as soon as possible of any incident, non-conformity or other situation affecting safety or the integrity of one or more structures arising from or following the execution of the Make-Ready Work and/or the installation, use or modification of a Temporary Facility in order to allow the LDC to carry out any necessary verification and work required to rectify the situation.
14. The Successful Proponent should inform the LDC upon completion of its work and certify that the Make-Ready Work and/or the installation, use or modification of a Temporary Facility, as

applicable, was conducted safely in compliance with the work conditions required by the Successful Proponent's engineer in consideration of the work to be done.

15. The Successful Proponent acknowledges that the Make-Ready Work and any Temporary Facility work is subject to the conditions set forth herein and in the Permit and that the Successful Proponent's rights to perform the Make-Ready Work and any Temporary Facility work hereunder may be revoked at any time by the LDC if, in the LDC's reasonable opinion, the Successful Proponent is conducting the work in a manner inconsistent with industry standard, including, without limitation, in the event of a breach or failure to respect the conditions set out herein or in the Permit, a failure by the Successful Proponent, its personnel or contractors, to comply with applicable health and safety standards or if the LDC becomes aware of any incidents relating to unsafe practices likely to endanger a person's health or safety. The LDC should provide written notice to the Successful Proponent which should include the LDC's reasons for its decision.
16. The Successful Proponent acknowledges and agrees that it should exercise its rights and perform its obligations under this Agreement at its own cost and risk without recourse to the LDC.
17. This Agreement will be interpreted in accordance with the laws and regulations of the Province of Ontario and the laws and regulations of Canada applicable therein, without regard to conflict of laws principles. Any dispute between the parties hereunder should be resolved pursuant to the dispute resolution procedures in Section **[3]** of the Guideline.
18. No amendment to this Agreement should be effective unless it is made in writing and signed by the parties hereto. Neither party may transfer or assign this Agreement or any part thereof, or its rights, duties or obligations under this Agreement, without the prior written consent of the other party.
19. This Agreement may be signed in counterparts and such counterparts may be delivered by facsimile or by other acceptable electronic transmission, each of which when executed and delivered should constitute an original document; these counterparts taken together should constitute one and the same Agreement.
20. This Agreement has been executed on behalf of the LDC and Successful Proponent as of the date first written above:

[INSERT LEGAL NAME OF LDC]

By: _____
 Name:
 Title:
 By: _____
 Name:
 Title:

I/We have the authority to bind the corporation.

[INSERT LEGAL NAME OF SUCCESSFUL PROPONENT]

By: _____
 Name:
 Title:
 By: _____
 Name:
 Title:

I/We have the authority to bind the corporation.

Sample Application for Aerial Attachment

PART 1: REQUEST INFORMATION FROM LDCs

GENERAL

Date Requested: _____

Successful Proponent Name: _____

Successful Proponent Phone: _____

CONTACT INFORMATION

Provide the contact information for the party requesting the Aerial Attachment on behalf of the Successful Proponent.

(Individual) Prime Contact Name: _____

Title: _____

Office Phone: _____

Cell Phone: _____

Email: _____

POLE DATA

Pole Information (note: the information needs to be verified in the field).

Number: _____

Height: _____

Class: _____

Installed Date: _____

Primary Conductor:

Size: _____

Tension: _____

Type: _____

Neutral

Size: _____

Tension: _____

Type: _____

Secondary conductor

Size: _____

Tension: _____

Type: _____

Plans:

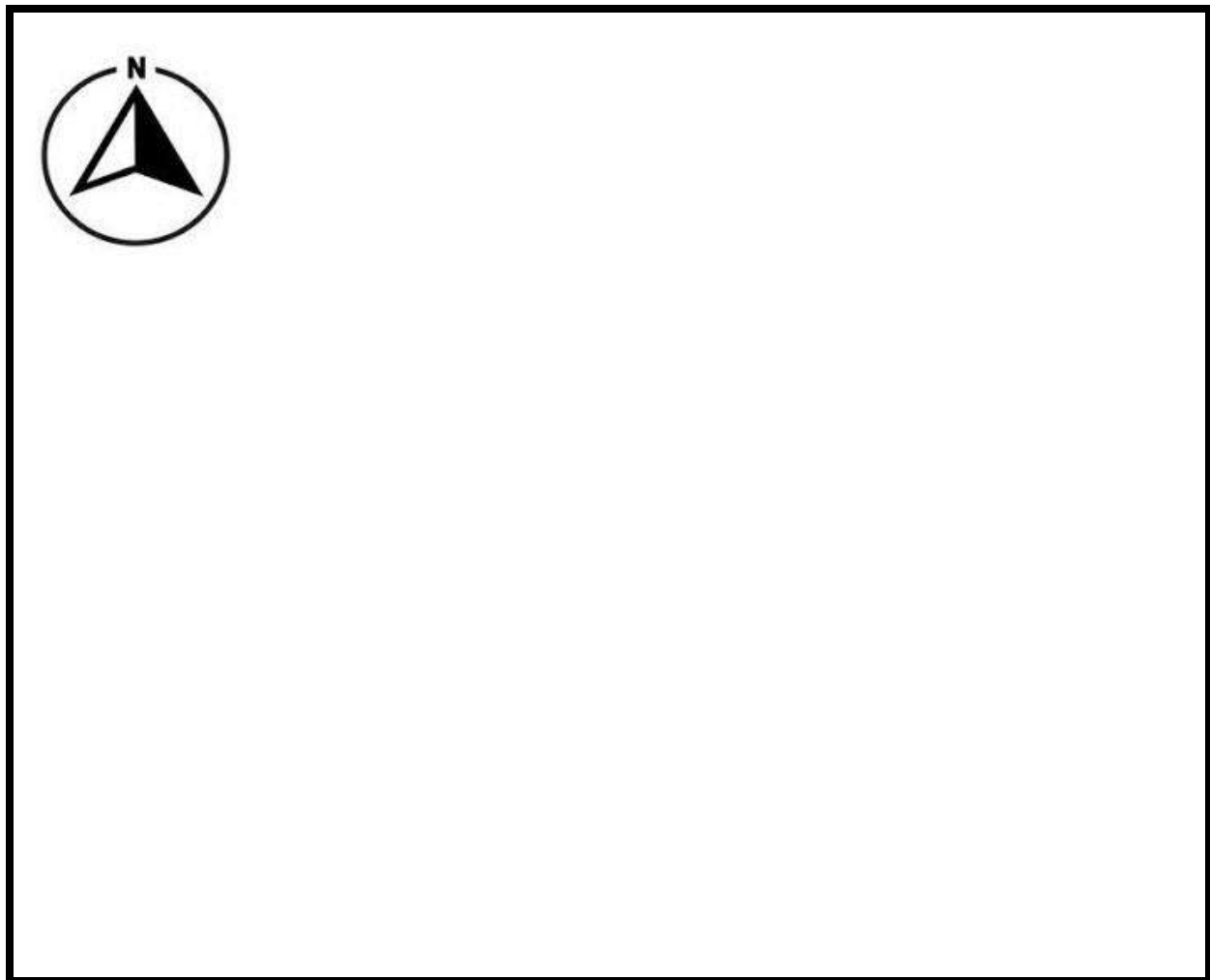
Are there any LDC plans to replace or upgrade the pole within the next 5 years, and if yes, when?

PROJECT LOCATION

Provide details that describe the submission geographically.

Project Location Information			
Lot Numbers or Address	Nearest Intersection	Township, Village, Town or City	Region, County or District

Provide a sketch of the location of the proposed attachments, including streets and the locations of the affected poles.


PART 2: SUBMIT PERMIT APPLICATION

Any specific technical requirements, dependent on the LDC, can either be provided on forms or included within the drawings. All application fees are to be provided at this time.

GENERAL

Date Submitted: _____

Successful Proponent Name: _____

Successful Proponent Phone: _____

Location (nearest major intersection): _____

Date of Signed Occupancy Agreement: _____

CONTACT INFORMATION

Provide the contact information for the party requesting the Aerial Attachment on behalf of the Successful Proponent.

(Individual) Prime Contact Name: _____

Title: _____

Office Phone: _____

Cell Phone: _____

Email: _____

PROJECT DESCRIPTION

*Enter **Yes** or **No** for each of the items below for the proposed work within the Right Of Way.*

New Installation _____

Replace Existing Facilities _____

Upgrade Existing Facilities _____

Alter Existing Facilities _____

Underground Work _____

Aerial Work _____

Excavation Required _____

Expected Date of the work to commence _____

Expected Date of the completion of the work _____

Existing LDC Support Strand to be used _____

Existing ISP Support Strand to be used? _____

Has permission been granted to use the support strand? _____

Design Standards to be applied - Owner developed? _____

Design Standards to be applied - Successful Proponent developed? _____

Design Standards to be applied - USF? _____

Design Standards to be applied - Other? _____ Standards by? _____

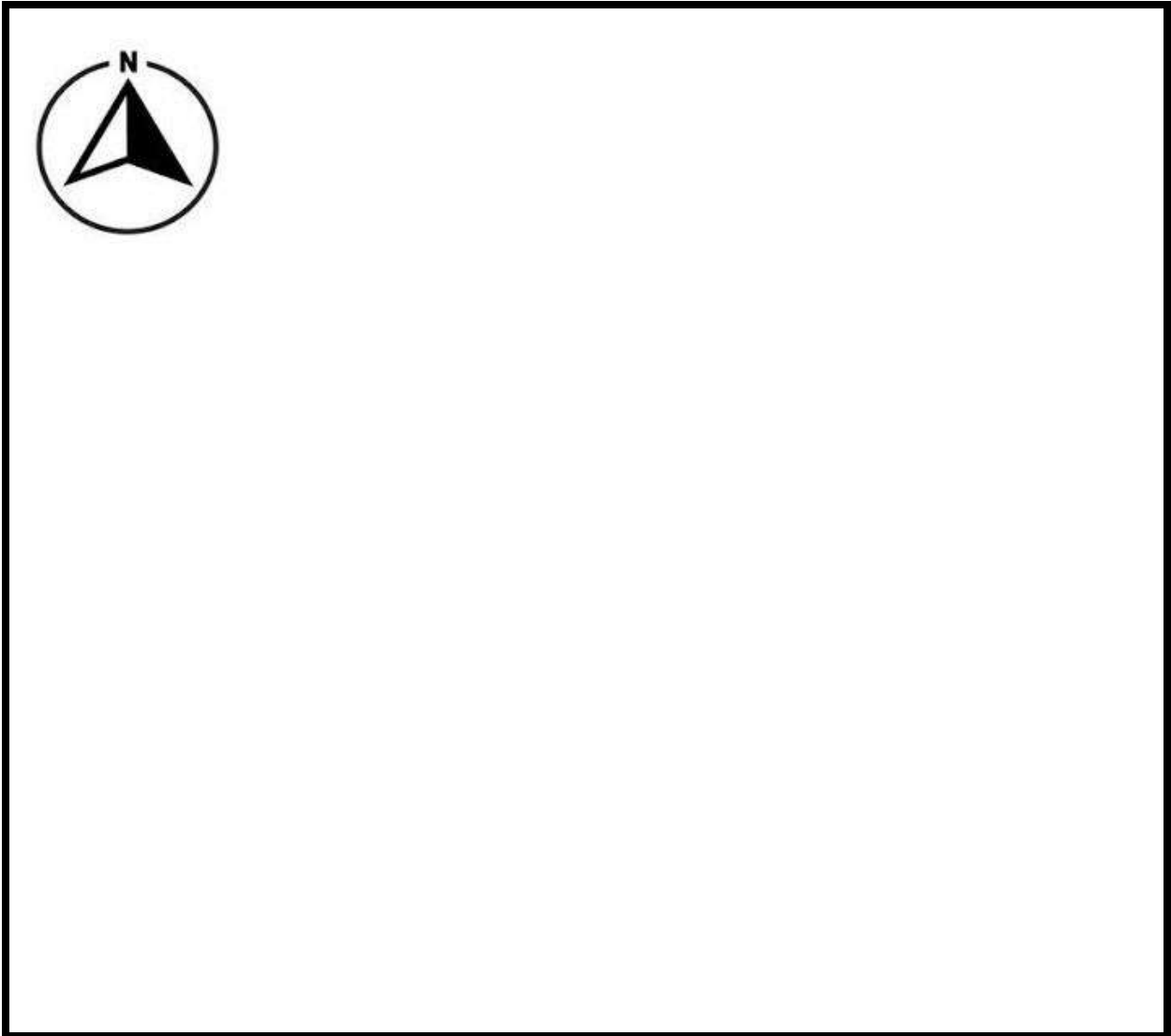
PROJECT LOCATION

Provide details that describe the submission geographically.

Project Location Information			
Lot Numbers or Address	Nearest Intersection	Township, Village, Town or City	Region, County or District

Drawing Number	Street	From Location	To Location	Comments

Provide a sketch of the location of the proposed attachments, including streets and the locations of the affected poles.



Provide a Description of the Proposed Work

FULLY ENGINEERED PROCESS

If the Successful Proponent is providing the detailed engineering, then the detailed information on all attachments (strand and messenger) including quantity, size (diameter in mm), line tension (kN), and type (fiber, size of fibre count, copper, etc.) are to be provided (either in the form of the table below, or with the contents of the table below included on the drawings).

[illegible]

DEVIATIONS FOR NON-STANDARD MATERIALS AND DESIGNS

Where the designs or materials used do not conform to the required standards, the Successful Proponent is to complete the information to request approval. A sample template for a P.Eng to fill out to approve a deviation is below.

Name of P.Eng. requesting deviation(s) _____

Title of P.Eng. _____

Company Name of P.Eng. _____

Email of P.Eng. _____

TYPE OF DEVIATION (Material - barcode or stock code) or (Design type - engineering or operations)	DESCRIPTION OF DEVIATION

PERMISSION TO OVERLASH ON POLES

If permission to overlash on an existing strand is required, the information below is to be supplied.

Date:	
Applicant (Company):	
Applicant Contact Name & Number:	
FAX:	
Applicant E-mail address:	
Municipality:	

Street: (Where work is being requested)	
Pole Owner:	
Applicant's Project No:	
Number of Poles Applicant is overloading to existing Strand	
Existing Support Strand Owner	
Existing Support Strand Owner Permission Granted By: (Contact) Name & Number	
Additional Comments	

SUBMISSION REQUIREMENTS

A complete Aerial Attachment Permit Application requires submission of:

- the required Application Fee;
- the Drawings completed in accordance with the requirements stated; and
- The appropriate sections completed application on this form.

RETURNED BY THE LDC

Once the LDC has received and reviewed the Application, the information below should be completed by the LDC or its agent.

Permit Number _____

Approved by _____

Title _____

Date of Approval _____

Comments _____

Deposit Amount \$ _____

Sample Materially Insignificant Declaration

BACKGROUND

ESA Bulletin DB-07-15v2, *Distributor Information Bulletin*, contains direction on how an LDC may demonstrate compliance with Regulation 22/04, with respect to “materially insignificant” alterations to electrical equipment. ESA views “materially insignificant” (MI) alterations to consist of any work that does not materially change the existing electrical equipment, typically relating to forces on poles & strength of poles. ESA recognizes that some forms of overloading, , including but not limited to flags, traffic signs and flower baskets may be deemed “materially insignificant”. The following are key points from the bulletin.

Where the Successful Proponent is undertaking the P.Eng. Design Drawings and they indicate that the proposed work is “materially insignificant”, the Permit Application should include a request and a declaration signed by a P.Eng. that the attachment be considered “materially insignificant”.

As per ESA’s direction, the LDC may exempt “materially insignificant” work from the audit requirements of Sections 7 and/or 8 of Regulation 22/04 and that work will be deemed in compliance with Regulation 22/04.

GENERAL

Date Submitted: _____

Successful Proponent Name: _____

Successful Proponent Phone: _____

Location (nearest major intersection): _____

Date of Signed Occupancy Agreement: _____

CONTACT INFORMATION

Provide the contact information for the party requesting the Materially Insignificant Alteration on behalf of the Successful Proponent.

(Individual) Prime Contact Name: _____

Title: _____

Office Phone: _____

Cell Phone: _____

Email: _____

PROJECT DESCRIPTION

Enter **Yes** or **No** for each of the items below for the proposed work within the Right Of Way.

New Installation _____

Replace Existing Facilities _____

Upgrade Existing Facilities _____

Alter Existing Facilities _____

Expected Date of the work to commence _____

Expected Date of the completion of the work _____

Existing LDC Support Strand to be used _____

Existing ISP Support Strand to be used? _____

Has permission been granted to use the support strand? _____

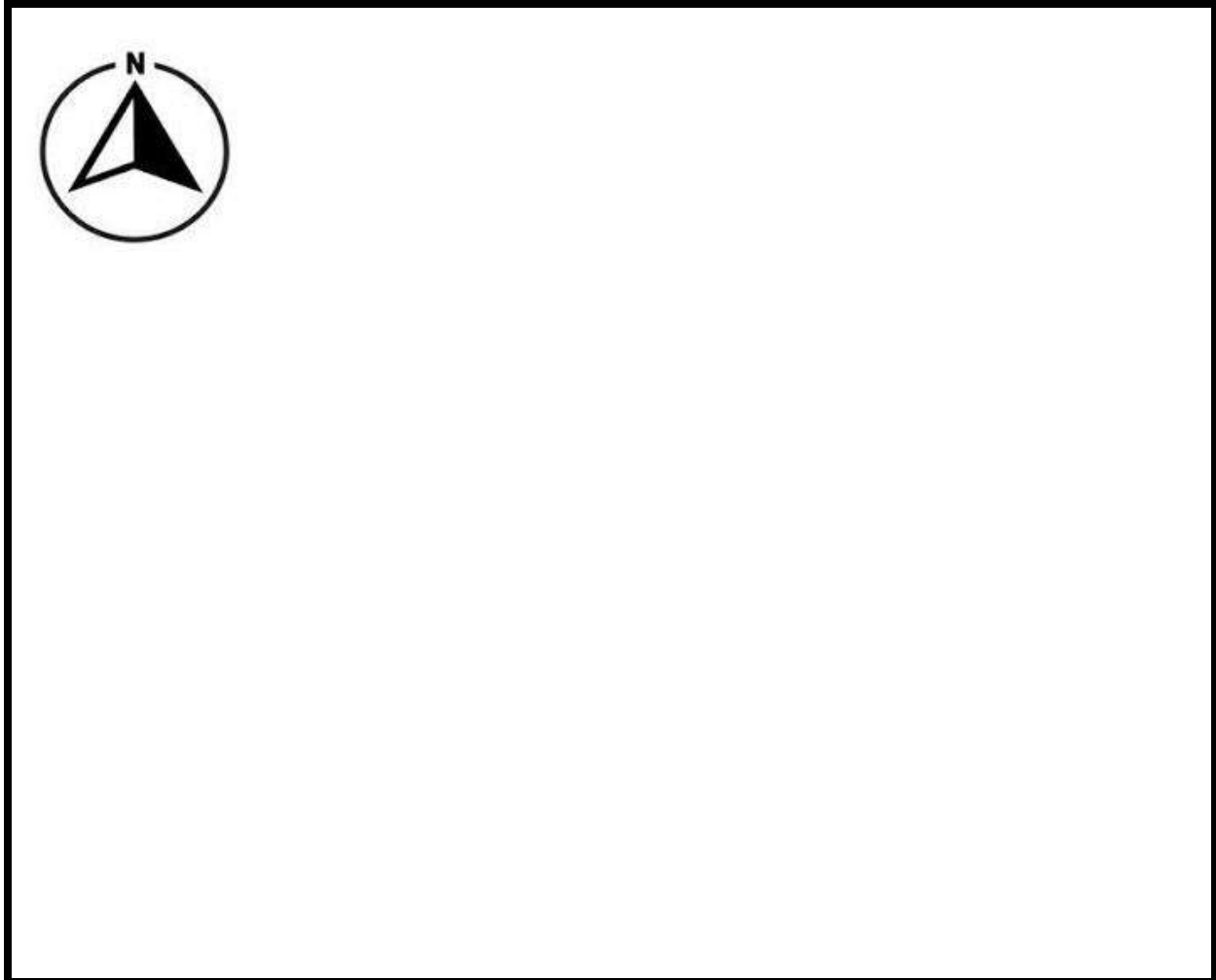
PROJECT LOCATION

Provide details that describe the submission geographically.

Project Location Information			
Lot Numbers or Address	Nearest Intersection	Township, Village, Town or City	Region, County or District

Drawing Number	Street	From Location	To Location	Comments

Provide a sketch of the location of the proposed attachments, including streets and the locations of the affected poles.



Provide a Description of the Proposed Work

MATERIALLY INSIGNIFICANT ALTERATION DECLARATION

The Materially Insignificant Alteration Declaration (MIAD) provides the basic information regarding incremental pole loading resulting for service cable over-lash to an existing permitted attachment.

The MIAD provides the data along with proposed parameters and conditions that confirm that the proposed attachments will not cause any material structural or loading change.

The declaration, dependent on the project, standards, span lengths and location, can be submitted:

- Either as a single form for the entire project;
- As a form for each pole affected;
- As a form for a grouping of poles.

Consideration is still required for:

- The Successful Proponent to perform a survey to confirm the existing facilities and to prepare drawings for submission.
- Defects that directly affect the structural capacity of the pole (i.e. physical damage such as vehicle damage to a pole or anchor) should be communicated to the pole owner.
- The existing separations and clearances have already been approved by the prior design and or audit. If not, calculations by the Successful Proponent will be required.
- That any additional strands added do not affect the existing already approved clearances.
- An existing installation, where the grounding or bonding have already been approved on the basis of the prior design or audit.

Materially Insignificant Alteration Declaration

The installation work covered by this document meets the safety requirements of Regulation 22/04 as the work does not change the existing electrical equipment or materially change the forces on poles and strength of poles.

Name

Date

Signature and Professional Designation

ENGINEERED DRAWINGS

Where required by the LDC, the Successful Proponent should submit engineered drawings to facilitate installation and to provide complete records.

Sample Certificate of Deviation

CERTIFICATE OF DEVIATION APPROVAL

ESA bulletin DB11-12-v2, *Distributor Information Bulletin, 2* contains direction on when a Certificate of Deviation may be applied and the conditions where Approval for the deviation is permitted. More information, including examples, can be found in the Distributor bulletins section of www.esasafe.com.

Accepting deviations can be done through the use of a "Certificate of Deviation Approval". All deviations are to be listed on the Certificate of Deviation Approval. A *Certificate of Deviation Approval* must be signed by a P.Eng. (either the ISP or LDC's P.Eng depending on the party developing the engineered designs)

A sample is seen below.

Certificate of Deviation Approval	
The installation work covered by this document meets the safety requirements of Section 4 of Regulation 22/04 with the following deviations:	
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature and Professional Designation	

CERTIFICATE OF DEVIATION - CERTIFIED LISTS

ESA Distributor Bulletin DB-02-16-v1, provides guidance on when a Certificate of Deviation for Certified lists can be applied. It provides direction on how an LDC may demonstrate compliance with Regulation 22/04, with respect to deviations from required standards. ESA accepts that a certified list of deviations from section 5 "When safety standards met" of Regulation 22/04, approved by a P.Eng., is acceptable to meet the requirements of Regulation 22/04. More information, including examples, can be found in the Distributor bulletins section of [esasafe.com](http://www.esasafe.com).

A sample is seen below.

LDC COMPANY NAME & LOGO

Certificate of Deviation Approval for Non-Standard Items. This certifies that the below list of deviations from CSA standards will not materially affect the safety of any person or property, if not resolved immediately. These items can be resolved over time through maintenance, pole line rebuild and street light replacement programs.

The items covered by this Certificate are deemed to not be an imminent safety hazard for workers that are "qualified" to work in the communications space on poles, based on their knowledge, training and experience levels required. This Certificate is not intended to be applied to new pole lines or any situation where a pole is being replaced anyways. In those cases, it is expected that the entire pole be brought up to 100% CSA standards compliancy.

The workers are "qualified" in their ability to recognize electrical hazards and other potential safety concerns, which may cause them to implement specific safety measures or work procedures to avoid the item. They are required to take a training module called "Health and Safety Guidelines for Contractors - Working at Heights Module", among other requirements before they are deemed qualified.

This Certificate can only be applied to Third Party Company projects, at their discretion, by inclusion of this Certificate into their attachment application. On a per attachment application basis, the exact poles and pole spans where this Certificate of Deviation Approval is being applied will be clearly identified on a separate form, completed by a competent person. A suitable form is attached to this Certificate, but similar forms are also acceptable. Third Party Company and the LDC may agree to identify some of these items through existing Joint Use Processes, or other agreed methods, rather than this form.

Prepared by: _ _ _____	Date: _____
Name of P.Eng. _____	Signature: _____

Deviations for Non-Standard Items

Project Name:**Municipality:****Permit #:****Date:**

Street	Bar code/ Pole #	Description of Deviation

Prepared by: _ _ _____ Date: _____

Position: _ _____

Broadband One Window Record of Municipal Access Sample Agreements

A Municipal Access Agreement (MAA) is a legal agreement that provides telecommunication companies the ability to construct, maintain, relocate and operate their equipment within rights-of-ways that are under the jurisdiction of a municipality. It states the roles, responsibilities and requirements for both the signatory and the municipality and deals primarily with issues such as municipal consent, hazardous substances and materials, road occupancy permits, rights-of-way, costs to be carried by municipalities, third party and sub-contractor agreements, service level agreements, maintenance and repair responsibilities as well as equipment use and invoicing.

The One Window system can be used to maintain a database confirming all applied for MAAs, confirming all executed MAAs, maintain a map of which municipalities require an MAA and provide an interface for submission.

MAA FORM

Successful Proponent: _____

Individual Applicant's Name: _____

Application date: _____

Applicant's email: _____

Applicant's Phone: _____

Applicant's Consultant Name: _____

Consultant's email: _____

Consultant's Phone: _____

Municipality Name: _____

Existing MAA in Place (Y/N): _____

Date of Application: _____

Date of Executed Agreement: _____

Expiry date of MAA: _____

SAMPLE MAA CONTENTS

Use of ROWs
Permits to Conduct Work
Manner of Work
Remedial Work
Permits to Conduct Work
Relocation of Plant
Permits to Conduct Work
Term and Termination
Insurance
Liability and Indemnification
Environmental Liability
Force Majeure
Dispute Resolution
Notices
General

Sample Application for Municipal Consent

GENERAL

Date Submitted: _____

Successful Proponent Name: _____

Successful Proponent Phone: _____

Location (nearest major intersection): _____

CONTACT INFORMATION

Provide the contact information for the party requesting Municipal Consent on behalf of the Successful Proponent.

(Individual) Prime Contact Name: _____

Title: _____

Office Phone: _____

Cell Phone: _____

Email: _____

Fax: _____

PROJECT DESCRIPTION

*Enter **Yes** or **No** for each of the items below for the proposed work within the Right Of Way.*

New Installation _____

Replace Existing Facilities _____

Upgrade Existing Facilities _____

Alter Existing Facilities _____

Underground Work _____

Aerial Work _____

Excavation Required _____

Directional drilling or boring required _____

Expected Date of the work to commence _____

Expected Date of the completion of the work _____

Provide a Description of the Proposed Work

SUBMISSION PROVISIONS

In some jurisdictions, the Successful Proponent will be required to obtain approvals from all other regulatory authorities prior to submitting the MC application, showing all owners' facility locations and confirming no conflicts exist.

The Successful Proponent should also have considered if a joint-build venture with any other facility owner was considered, agreed to or declined.

Where required under the guidelines established by the Professional Engineers of Ontario, the application drawings should be signed and sealed by a Professional Engineer.

All minimum horizontal and vertical clearances to existing facilities should be maintained in accordance with published specifications. Stated clearances may be reduced with the written permission of the affected facilities owner(s).

The Successful Proponent may choose to 'bundle' several drawings together as a single application for projects which involve continuous installation over large distances. These should be summarized and listed in the table below.

For pole line installations, all existing poles, poles to be removed and proposed poles are to be shown. This includes all guying and anchoring.

Drawing Number	Street	From Location	To Location	Comments

SUBMISSION REQUIREMENTS

A complete Municipal Consent Application requires submission of:

- the required Application Fee;
- the Drawings completed in accordance with the requirements stated;
- This completed application form; and
- Confirmation of all other required approvals from other agencies.

RETURNED BY THE MUNICIPALITY

Once the Municipality has received and reviewed the Application, the information below should be completed by the Approver.

Municipal Consent Number _____

Approved by _____

Date of Approval _____

Comments _____

Deposit Amount \$ _____

Additional Comments _____

Sample Application for Road Occupancy

This permit expires 6 months from the date of issue

GENERAL

Date Submitted: _____

Successful Proponent Name: _____

Successful Proponent Phone: _____

Work Location (nearest major intersection): _____

CONTACT INFORMATION

Provide the contact information for the party requesting Road Occupancy Permit on behalf of the Successful Proponent.

(Individual) Prime Contact Name: _____

Title: _____

Office Phone: _____

Cell Phone: _____

Email: _____

Fax: _____

TYPE OF WORK

*Enter **Yes** or **No** for each of the items below for the proposed work within the Right of Way.*

New Installation _____

Replace Existing Facilities _____

Upgrade Existing Facilities _____

Alter Existing Facilities _____

Underground Work _____

Aerial Work _____

Excavation Required _____ Length (m) _____ Width (m) _____

Directional drilling or boring required _____ Length (m) _____

Expected Date of the work to commence _____

Expected Date of the completion of the work _____

Provide a Description of the Proposed Work

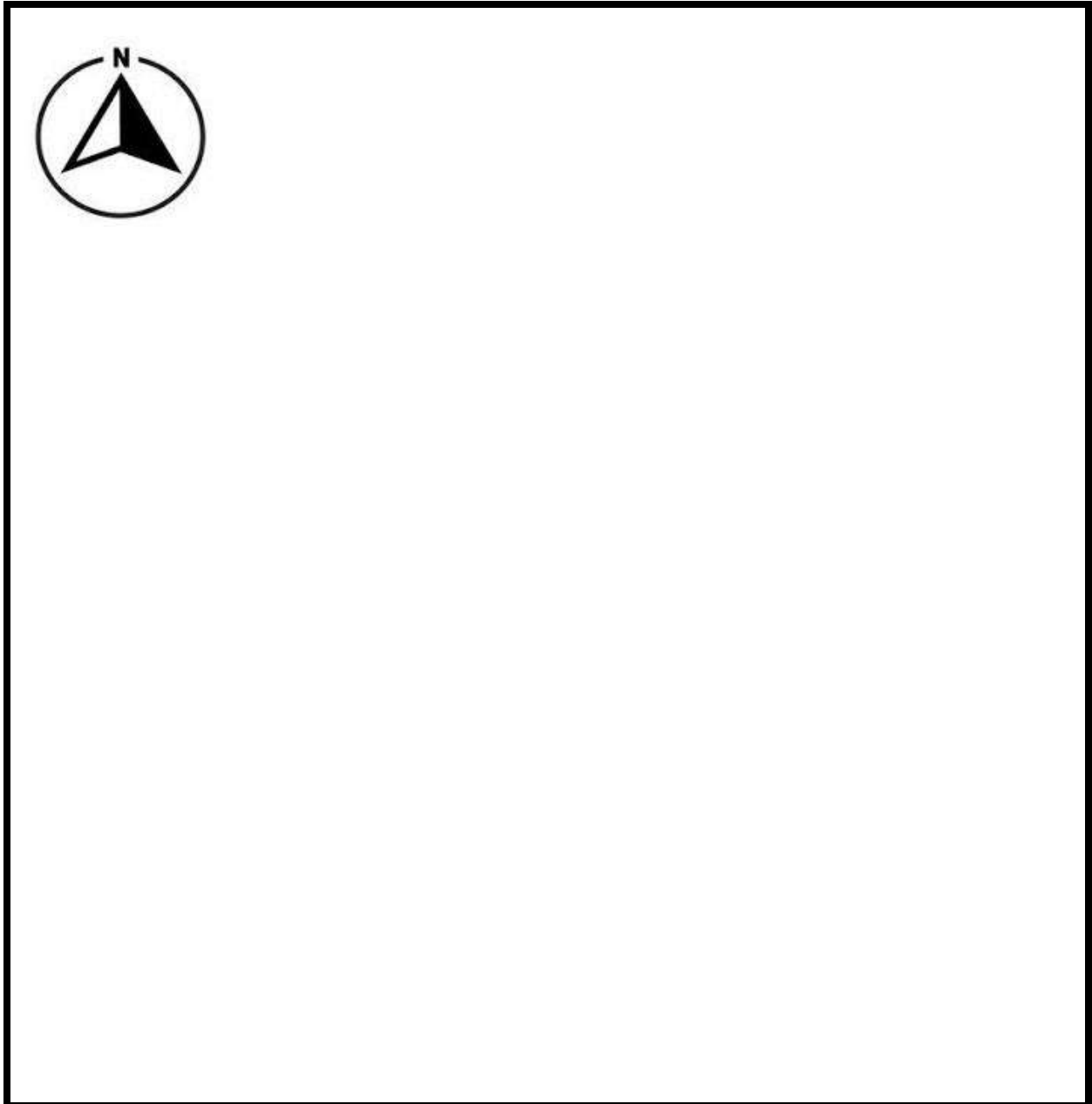
AFFECTED ASSETS

Indicate which assets may be affected by the work

Roadway	Sewers
Signs	Curbs
Gutters	Drains
Sidewalk	Boulevard (grass)
Trees	Storm sewers
Pedestals	Traffic Lights
Street Lights	Fire Hydrants
Bus Shelters	Interlocking Brick
Multi-Use Trails	Bollards

WORK LOCATION

Provide a sketch of the location of the work, including lots, streets, the locations of buildings and the location of the construction/work zone.



MUNICIPAL CONSENT NUMBER

Provide the approved consent number.

RESTORATION DETAILS

Provide the anticipated restoration requirements and timing.

SUBMISSION REQUIREMENTS

A complete Road Occupancy Permit Application requires submission of:

- The required Application Fees (application fee plus encroachment deposit);
- This completed application form;
- Completed submission of Insurance related requirements;
- The work location sketch; and
- Written confirmation has been provided to all other affected infrastructure owners.

PERMIT DETAILS

1. The Successful Proponent must have a valid Municipal Access Agreement (MAA) if applicable and must follow the requirements of the MAA or any and all By-laws governing work on public lands imposed by the City/Town/Region.
2. Permits are to be issued by the Utility Coordinator. Up to seven business days are required for processing.
3. The Deposit and Administration and Inspection fees should be paid by the Successful Proponent.
4. The Successful Proponent should notify all affected property owners in writing before work commences. The notification will include utility name, expected duration, contact name and phone number. Short term emergency repair work is excluded from this clause.
5. The Successful Proponent must submit the amount and agree to the terms for Liability Insurance as stated by the City/Town/Region.
6. The Successful Proponent agrees to indemnify and save harmless the City/Town/Region, its officers, employees, servants and agents from and against all liability, claims, demands, suits, arising out of or in any way connected with the granting of this Permit and/or said construction or excavation.
7. The Successful Proponent waives as against the City/Town/Region, its officers, employees, servants and agents any claims that it may have arisen out of or in any way connected with the granting of this Permit and/or the said construction or excavation.
8. The Successful Proponent will provide any cash deposit required by the City/Town/Region with the permit application. The balance of the deposit should be returned twelve (12) months after the

work has been completed if all conditions of the MC are met. Any costs in excess of the deposit amount will be billed to the Successful Proponent.

9. Prior to issuing a permit, the Successful Proponent must have proof of all required approvals and permits.
10. Prior approval must be obtained from the City/Town/Region for closing or restricting any road at any time except under emergency circumstances. The hours of work for closing or restricting any road at any time should be at the discretion of the Municipal Engineer.
11. The Successful Proponent will be charged for the erection and maintenance of detour signs along the detour route at a rate in effect at that time.
12. In case of emergency work, notice should be given and an application for permit made as soon as possible after commencement of the work, namely on the same day, or, if too late in the day, then within one hour of the opening of the Municipal/Regional Office on the following work day.
13. The Successful Proponent should prior to the commencement of any work, obtain stakeouts from all Owners of underground plant and should comply with any instructions from the plant Owners when working in proximity to their plant. All existing plant must be protected, supported, backfilled and compacted to the satisfaction of the plant owner.
14. The Successful Proponent should adhere to all required backfill and restoration requirements.
15. The City/Town/Region reserves the right to do any remedial or restoration work that in the opinion of the City/Town/Region has not been adequately performed by the Successful Proponent. The City/Town/Region will invoice the Successful Proponent for the cost of such remedial or restoration work.
16. The Successful Proponent guarantees and warrants that with ordinary wear and tear the said work should for a period of twenty-four (24) months from the date of completion, remain in such condition and will meet with the approval of the City/Town/Region and that they will, upon being required by the Municipal Engineer, make good in a manner satisfactory to the Municipal Engineer any imperfections therein due to materials used in the construction thereof or workmanship.
17. No open cutting of the roadway will be allowed between November 1 to April 15 unless agreed to prior by the City/Town/Region.
18. Door Hanger Notification letters, in accordance with City/Town/Region requirements, must be provided to all residences affected by the work. This includes trenchless technologies installing utility assets.
19. The Successful Proponent should file a "Notice of Project" with the Ontario Ministry of Labour prior to commencing any work on the road allowance for works exceeding \$50,000. A copy of the notice should be submitted to the City/Town/Region.
20. All works should be carried out in compliance with the Occupational Health and Safety Act times and should adhere to the rules and regulations as set out in the Ontario Traffic Manual Book 7. The applicant should supply all signs, flashers and barricades required to close lanes and detour traffic around the immediate working area.
21. All trees in the working area should be protected in accordance with the stated requirements of the City/Town/Region.

22. A copy of this Road Occupancy Permit, the Conditions of approval and stakeout information should be on site at all times.
23. All work must be in compliance with the Approved Municipal Consent drawings.
24. The permit holder is encouraged to take pre-construction photos of the entire area within the project limits. These must be made available upon request by the City/Town/Region in the event that disputes arise regarding responsibility for damages.
25. All excess material must be removed off-site at the expense of the permit holder.

RETURNED BY THE MUNICIPALITY

Once the Municipality has received and reviewed the Application, the information below should be sent back by the Approver.

ROP Permit Number _____

Approved by _____

Date of Approval _____

Comments _____

Fees Owing \$_____

Additional Comments _____

Sample Notice of Completion

BACKGROUND

The Successful Proponent is to submit a *Notice of Work Completion* followed by As-Built drawings detailing any changes from the initial plan

GENERAL

Date Submitted: _____

Successful Proponent Name: _____

Successful Proponent Phone: _____

Work Location (nearest major intersection): _____

(Individual) Prime Contact Name: _____

Title: _____

Office Phone: _____

Cell Phone: _____

Email: _____

Fax: _____

TYPE OF WORK COMPLETED

Indicate each of the items below that have been completed.

Underground Work _____

Aerial Work _____

New Installation _____

Replace Existing Facilities _____

Upgrade Existing Facilities _____

Alter Existing Facilities _____

Excavation Required _____ Length (m) _____ Width (m) _____

Directional drilling or boring required _____ Length (m) _____

Date of the completion of the work _____

Comments

PERMIT NUMBERS

Complete the fields as applicable.

Municipal Consent Number _____

LDC Permit Number _____

ROP Permit Number _____

Approved by _____

Date of Approval _____

Comments _____

RESTORATION DETAILS

Provide any future required restoration requirements and timing.

Sample Record of Inspection Form

A “record of inspection” means a record prepared by a professional engineer, ESA, or a qualified person identified in the owner’s construction verification program, detailing the inspection of a constructed or repaired portion of an electrical distribution system with respect to the safety standards set out in section 4 of the Regulation.

A record of inspection is to include sufficient description to identify the work and equipment inspected. A record of inspection can consist of an engineered plan, an as-built drawing, or a set of work instructions signed and dated by a professional engineer or ESA or a qualified person. A sample Record of Inspection is seen below.

RECORD OF INSPECTION FOR PLANNED CONSTRUCTION

Project Name _____

Project Location _____

MC Number _____

ROP Number _____

INSPECTION TYPE	COMPLY?		COMMENTS or DETAILS OF NON-COMPLIANCE
	YES	NO	
The approved plan has been followed, and construction was completed in accordance with the certified design drawings			
OR			
Standard designs applied correctly and construction completed in accordance with certified standard designs			
OR			
Like-for-Like or replacement of existing construction presents no undue hazard: <ul style="list-style-type: none"> • Metal parts are grounded • Live parts are adequately barriered or insulated • Minimum clearances to buildings, signs and grounds are maintained • Structure has adequate strength (replaced with same or better) 			
AND			
Approved equipment was used			

Name: _____

Title: _____

Signature: _____

Date: _____

If a non-compliance is identified, the details should be identified and an action plan stated. Additionally, the completion date and verification date should be stated, followed by a Non-Compliance Correction Inspection. An example is provided below.

Details of Non-Compliance	Corrective Action Required
At Pole P1234, the telecom was installed 0.7m lower than shown on the design drawings.	At pole 1234, telecom to be raised to comply with the drawings. Drawing #100-101, Rev 1, Sheet 3 <i>Telecom raised on Sept 22, 2021</i>

Non-Compliance Correction Inspection

Name: _____

Title: _____

Signature: _____

Date: _____

Drawing Number: _____

All field records from the CVP process should be attached with the Record of Inspection, as well as any field records from the Corrective Actions taken.

Appendix 2: Further Reducing Complex Make-Ready Work

This Guideline stipulates that unless otherwise agreed to between a Successful Proponent and an LDC, designs and construction should be done to CSA standards (or other standards recognized by ESA under Regulation 22/04). Where an LDC requests that designs and construction be done to higher LDC specific requirements the LDC may be required to justify its specific requirements to the OEB on the grounds that the requirements for attachment are not reasonable.

Examples of these alternative approaches may include:

Underground Dips

"Underground Dip" refers to deviating from a contiguous aerial proposed route and "dipping" down a pole to transition to a "buried" path for a limited distance until an aerial attachment is again feasible. Typically, this "dipping/riser" exercise would take place prior to making a physical attachment to the actual pole that requires complex make-ready work. This approach requires the placement of an "Anchor & Down Guy" to support the single sided attachment strain being applied to the pole. This exercise will need to be repeated at the next pole where a "Riser/Dip" will be placed to transition back up the pole and continue the linear aerial proposed route.

Temporary Attachments

- Installation of a horizontal extension arm may allow for the required amount of attachment separation (depending on its length - typically 18"). This may, in some instances, temporarily create a safe working space until the required amount of space is available.
- Space crowding entails installing a typical permanent attachment as normal, but at less than the required separation. This resolution only works for ISP-related separation (not with power separation compliance) and can possibly impact the pole's structure by having holes through the pole less than 12" apart. However, this structural concern may not be an issue if the pole is being replaced to resolve a complex make-ready issue. Another concern is if a splice enclosure proposed, if so, rubbing can occur and ultimately cause damage to the ISP.
- Pole boxing allows for the new attachment to be placed on the opposite side of the pole from which all other attachments were installed. This is only feasible in the event that the pole needs to be replaced and at the time of replacement the new pole is placed in a position where the "boxing event" can be remedied without cutting the cable. Typically this approach needs to be executed near a road with clear, unobstructed access.

Appendix 3: Broadband One Window

Broadband One Window (BOW) Platform

Broadband projects can be extremely complex undertakings in the absence of efficient coordination and collaboration between the many infrastructure parties involved including ISPs. These stakeholders are responsible for a myriad of coordination processes designed to ensure matters such as public safety, permitting, and approvals. In order to be effective, the coordination processes require cooperation from all parties under predictable conditions, with timely and pertinent information sharing.

The Broadband One Window (**BOW**) platform is a combination of:

- a Geographic Information System (**GIS**) platform
- a Utility Coordination Dashboard (**UCD**)
- a Utility Infrastructure Repository (**UIR**)
- a Corridor Management System (**CMS**)
- an Electronic Document Management System (**EDMS**)

The **BOW** was designed to support the design, procurement, construction and management of provincially funded projects through enhanced information sharing, process coordination and monitoring.

The **BOW** uses web-based software platforms applying the capabilities of Microsoft Power BI for reporting and analysis, Environmental Systems Research Institute (ESRI) ArcGIS for spatial and mapping information and Jira for case (ticket) management.

The **UCD** component provides a streamlined, integrated approach to project management, performance tracking and case management. It also provides scalable and flexible business intelligence, enablement and visualization capability for the broadband program.

The **UIR** component collects infrastructure data required to support the completion of provincially funded project, enables proactive decision making, provides a repository for the data and a framework for sharing, viewing and accessing the data. In addition, the UIR has the ability to expand to include all future broadband projects regardless of the build type.

The **CMS** is to help local governments and *utilities* manage public capital assets.

The **EDMS** supports broadband infrastructure by adding spatially enabled joint-use management software to manage telecommunications equipment attachments on LDC poles to assist agencies in improving their communications, streamlining workflows, and tracking historical work data.

The BOW platform allows the IO, in consultation with any project stakeholder, to review the impact(s) of any application or project activity. Early identification of issues at the planning stage for the project and the continuous updating would eliminate some of the issues and delays that are seen today.

In summary, the BOW would be a portal for all infrastructure owners to integrate, standardize and streamline project implementation, project management, performance tracking and real-time project status with the goal of expediting the installation of additional infrastructure to adequately provide broadband services to the Province of Ontario. Ultimately, the BOW would be able to:

- Receive applications to obtain *utility* infrastructure data

- Standardize the application and processing activities for permits and authorizations
- Present live key project KPIs
- Standardize project tracking processes

The BOW would increase certainty and predictability and ultimately provide the capability to support smaller municipalities and smaller LDCs to meet their project delivery for the provincially funded initiative. BOW access would be available to all stakeholders in provincially funded projects but limited to their specific assigned projects and activities. As such, ISPs would only see content and data relevant to their projects, municipalities would only see projects within their border and LDCs would only see projects within their licensed service area.

Interoperability is possible in two ways: (1) real-time integration with ArcGIS Online or (2) Nightly batch updates/extractions. In both cases each organization would cover its respective costs. Organizations with existing platforms may seek applicable arrangements through IO who would determine a feasible approach as appropriate.

Mapping & Geographic Information Systems (GIS)

Geospatial data, or data with a geographic component, combines locational, attribute and temporal information that is collected through geospatial mapping. The technique of geospatial mapping uses software to analyze data about geographical or terrestrial databases through the use of a GIS. These are programs, or a combination of programs, that work together to help users effectively display geospatial data through management, manipulation, customization, analysis and creation of visual displays.

Geospatial data are most useful when they can be discovered, shared and used, which is one capability of the BOW process while maintaining the security and confidentiality of sensitive information pertaining to critical infrastructure. Geospatial-enabled data provides visual insight into project and program status, various subsurface utility engineering (**SUE**) quality levels, major milestones of each unique project and identifies risks and conflicts at a program level. By implementing this functionality through the BOW platform, geospatial data enable users to convey information in location-based analytics using intuitive and interactive data visualization to make informed decisions, visualize trends, and monitor status in real time.

The acquisition, integration and consolidation of geospatial data sources from multiple parties and infrastructure sources in one central location on the BOW platform would provide easy access, transparency and enhancement of project information. This would result in a streamlined process for decision making, route selection and determination on the option to select underground or aboveground locations for broadband infrastructure placement, which would assist in expediting the installation of additional infrastructure to adequately provide broadband services across the Province of Ontario.

All parties submitting drawings of buried infrastructure should follow the requirements outlined in the American Society of Civil Engineers (ASCE) 38-02, ASCE 75 or CSA S250 for all submitted information to IO. The ASCE 38-02, ASCE 75 is generally two-dimensional data focused and CSA S250 is a more modern quality standard which reflects modern technical developments to specify accuracy in three-dimensional data collection.

Application Submission Requirements - CSA S250, ASCE 38-02 or ASCE 75

In 2002, the ASCE published the ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" document, outlining a credible system to classify quality of utility location information in design plans. The standard defines SUE requirements and sets out guidance for

the collection and depiction of subsurface utility information. ASCE 38-02 sets out guidelines for how to qualify the accuracy of mapping existing infrastructure and relay information to a drawing.

All submitted existing subsurface utility information on engineered drawings and designs should meet or exceed the system requirements outlined in ASCE 38-02 and ASCE 75, to ensure alignment in SUE information provided in the BOW Application and to result in better designs, enhance damage prevention efforts and develop strategies to reduce risk by improving the reliability of information.

The standard defines four quality levels outlining methods used to determine the location of underground assets: Quality Level A, Quality Level B, Quality Level C and Quality Level D. Refer to Figure 1 and Table 1.

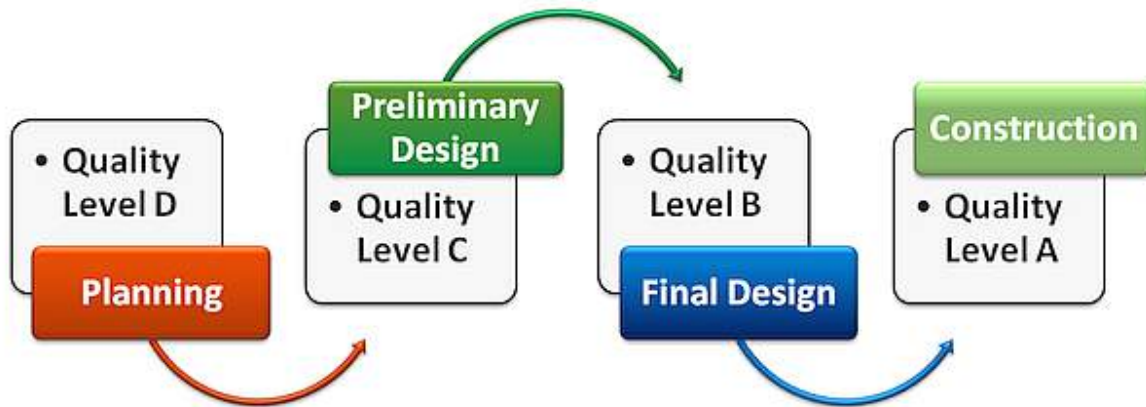


Figure 3: Four SUE Levels

Table 1: SUE Levels

Level D:	Utility records are requested, researched by the utility, marked-up and returned to the requester.
Level C:	Using surface surveying techniques, above ground features of subsurface utilities are identified and recorded.
Level B:	Using surface geophysical equipment and techniques, subsurface utilities are determined and are associated with the horizontal position on the ground surface.
Level A:	Where existing records of underground site conditions may be incorrect, incomplete or have multiple cables buried over several years, SUE Level A allows the physical discovery of buried cables. This is a large contributor to avoiding conflicts. Exposing and recording the size and configuration of a subsurface utility, and it's precise vertical and horizontal location is crucial. Using subsurface geophysical equipment and techniques, subsurface utilities are determined and recorded in three dimensions and are associated with the horizontal position on the ground surface.

The basic deliverable for utility information is in Computer Aided Design (**CAD**) file format or a plan sheet that assigns quality levels A, B, C or D to each asset. Quality level A data typically requires a supplemental data form for additional information.

In 2011, the Canadian Standard Association (**CSA**) published "Mapping of Underground Utility Infrastructure", CSA S250. This standard defines SUE and sets guidance for the collection and depiction of subsurface utility information. CSA S250 sets out requirements for classifying and specifying the accuracy of mapping records for newly installed or exposed infrastructure.

The CSA S250 requires a finer degree of accuracy for detailing and defining the positional location of the infrastructure that correlates to better-defined reliability in accuracy of records. It is a more modern quality standard that reflects new, modern technical developments specify accuracy in 3D. The CSA S250 serves as an additional standard to complement, rather than replace, ASCE 75.

The standard defines six levels of accuracy for recording the location of underground infrastructure when infrastructure has been exposed either by potholing or excavation: Record accuracy level 0, Record accuracy level 1, Record accuracy level 2, Record accuracy level 3, Record accuracy level 4, and Record accuracy level 5.

All submitted mapping records should meet or exceed the guidelines defined in the CSA S250, to streamline data sharing and accurately record the presence and location of utility infrastructure. The standard encourages a managed systems approach to mapping and record keeping by establishing:

- Governance for utility infrastructure records management and mapping
- Procedures to improve mapping accuracy
- Uniform format for utility feature descriptions
- Processes for notification of GIS errors and practices when sharing data

Use of the BOW Platform in Provincially Funded Projects

Post commercial close, the IO's role would focus on using the BOW platform to report on project success through the following metrics:

- Administration and tracking of projects
This view enables users to have a clear overview of the projects that have been initiated across the Province. This can be viewed by area, lot, ISP or other data filters that users require.
- Monitoring of Contracts
This view enables users to have a clear overview of the project's contract status across the Province. The display can be selected to include items such as contract start date, terms of contract, amount of contract, ISP, length of main lines, the number of premises included in the contract or other data that users require.
- Issuance of Subsidy Payments
This view enables users to have a clear overview of the project's subsidies supplied to the ISPs, and can be viewed by ISP, area, lot, by value of subsidies or other data filters that users require.
- Visualization of Ongoing Projects
This view enables users to have a clear overview of the project's conflicts across the Province, by ISP, with several levels such as:
 - Contract status
 - Main line and segment build locations
 - Area map by ISP
 - Ongoing sue work status or other essential details
 - The completion percentage of construction by area, by ISP, by project or other combinations
 - An indication of the number of safety related incidents across all projects (near misses, days without incidents, number of incidents, days lost to injuries)
 - An overall indication of the risk status (on track, at risk) for timely completion

- Coordination between Stakeholders
This view enables users to have a clear overview of the project owners, infrastructure owners and the status of upcoming projects that require coordination.
- Dispute Management
This view enables users to have a clear visual overview of the number of existing unresolved disputes across the Province by various filters such as contract, segment, component and LDC.
- Accomplishment Reporting
This view enables users to visually determine the accomplishments at various stages of the project, including:
 - Number of existing projects across the Province by date started and date completed
 - Number of projects completed ahead of schedule
 - The performance of each LDC involved
 - Variances for cost and schedule
 - The actual expenditure of the project compared to its budget
 - Any other essential indicators

Provincially Funded Project Stakeholders

All ISPs undertaking provincially funded projects are strongly encouraged to use the BOW platform for end-to-end project submissions, coordination and completion to limit project delays and conflicts. The mechanisms established within this Guideline and the dispute mediation support from IO are available to participants who use BOW.

In addition, BOW would provide insight into the Lots for ISPs and would open that data up to municipalities and LDCs after the Successful Proponent is awarded. BOW would notify municipalities and LDCs of the awards and the targeted addresses and proposed construction approach to open the avenue for early consultations.

The BOW Platform would provide approved stakeholders with processes and tools that would spatially:

- Track *markup circulation requests*. All users would have the ability to centrally request pre-engineering markups for all associated utilities through a spatial interface. All stakeholders would have the ability to track the progress of all requests.
- Track municipal consent and road occupancy permits requests. ISPs and utilities would have the ability to track the progress of all requests.
- Track joint use applications to LDCs.

The BOW Platform would provide users with data in the following two ways:

- Spatially Linked: Metrics captured and aggregated and exported to a non-spatial format which can be displayed and interacted with.
- Spatially Driven: Metrics or KPI's which are directly driven based on location. These can be dynamically driven based on the spatial limits.

Furthermore, the BOW platform would be a portal to the One-Touch Make-Ready scheme and capture LDC, municipal and MTO Public Service Commitments (PSC) as well as stakeholder coordination and activities. The BOW Platform would provide users with several key benefits including:

- A single source of accuracy for information related to the project (managing security, privacy, and storage methods)
- A common platform for spatial data (managing the collection, conversion and cleansing of data sets)
- Enhanced transparency with respect to reporting
- Customizable analysis and reporting (using complex methods and analytical capability through tools to predict current and future performance of LDC relocations)
- Enhanced document management
- Tracking submission and approval management (managing and tracking submissions, actions and approvals incidents and linking it back to KPIs and continuous improvement)
- A single location to obtain project metrics, KPIs, project information, LDC collaboration and data
- Reducing resource constraints by applying technology
- Program management consolidation that brings the project into a streamlined process

Appendix 4: Ontario One Call - Streamlining locates for Provincially Funded Projects

Ontario Underground Infrastructure Notification System (One Call) Act, 2012

In 2012, Ontario passed the *Ontario Underground Infrastructure Notification System Act* (One Call Act) centralizing the utility locate system in Ontario under Ontario One Call. Utility location requests ("locate requests") are requests made by an excavator working on behalf of the company constructing in the ROW. Locate requests are submitted by the excavator to Ontario One Call who, in turn, request owners or operators of underground infrastructure (e.g., municipal water and wastewater pipes, natural gas pipelines, telecom fibre and electricity wires) to identify in the field the location of their buried assets so that the excavator can avoid damaging them while working in that area. Under the One Call Act, utility owners are required to make all reasonable attempts to respond to a locate request with accurate markings in the field in five business days turnaround time, with certain exceptions.

To reduce project risk resulting from unforeseen costs and delays posed by the late delivery of locates, the SBIEA set a firm delivery timeline of ten business days for provincially funded projects. While the SBIEA did not set out a new process or any additional changes for requesting locates, this Guideline proposes changes to the utility locate system to mitigate current risks of late and inaccurate locates, an issue raised by stakeholders throughout the stakeholder consultation process. This Guideline also recommends that ISPs undertaking provincially funded projects use the Dedicated Locator Model described below.

Standard Locate Request Process

In response to locate requests, which may only be requested when a permit has been issued, infrastructure owners must also provide readily available information regarding the operator's abandoned and out-of-service underground facilities as shown on maps, drawings, diagrams, or other records used in the operator's normal course of business, without cost to the ISP. Prior to the excavation start time on the notice, an owner or operator of underground infrastructure should locate and mark or otherwise provide the approximate horizontal location of the underground facilities of the underground infrastructure. The ISP should determine the location of the underground facility without damage using the field locates provided, before excavating within one meter of the marked location of the underground facility.

Within 10 business days after receiving a notice for boundary survey from One Call (excluding Saturdays, Sundays and holidays, unless otherwise agreed to between the locator and operator), or the time specified in the notice (whichever is later), an owner or operator of underground infrastructure should locate and mark or otherwise provide the approximate horizontal location of the underground facilities of the operator, without cost to the ISP.

For the purposes of this section, the approximate horizontal location of the underground facilities is a strip of land 1 meter on either side of the underground facilities. The markers used to designate the approximate horizontal location of underground facilities must be using paint or a flag(s) that follow the current colour code standard used by One Call. If the operator cannot complete marking of the excavation or boundary survey area within the established PT, the operator should promptly contact the excavator or land surveyor.

An owner of underground infrastructure who provides information to a person who is not a unit of government may indicate any portions of the information which are proprietary and may require the

Successful Proponent to provide appropriate confidentiality protection. The information obtained from affected owners or operators of underground infrastructure must include records identified in this Guideline and in document CI/ASCE 75, entitled “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” and must depict the utility quality level of that information.

Dedicated Locator Model

To enhance the efficiency of the locates process, Successful Proponents are encouraged to use a Dedicated Locator. Under a Dedicated Locator Model, a single locator is contracted (in this case by the Successful Proponent) to locate underground infrastructure on behalf of all infrastructure owners. Such a model provides the Successful Proponent with control over the timing of the locates. In addition, under a Dedicated Locator Model, the cost of the locate is borne by the Successful Proponent and not the individual infrastructure owners.

The Dedicated Locator Model has been successful on large-scale projects across Ontario and the industry at large and had strong support through the Guideline consultations.

Ontario One Call has outlined the following benefits of a Dedicated Locator Model⁸:

- Enhanced efficiency
- Reduced downtime as the locates are completed under the direction of the ISP
- Promotion of damage prevention and safer excavation practices
- Increased control: allows ISPs to get locates when, where and as often as their project requires
- Better flexibility when unanticipated conflicts require project changes
- Potential to reduce reliance and burden on regular pool of public locate service providers who are also expected to complete standard locates requests for homeowners and less complex tickets

Setting up a Dedicated Locator

As is currently the case, the cost of the Dedicated Locator will be borne by the ISP; accordingly, in the case of a bid in the reverse auction, IO expects that ISPs adopting a dedicated locator model would include the anticipated costs within their auction bid. Dedicated Locators must be certified by all infrastructure owners (gas, hydro, ISPs, municipalities) with infrastructure in a provincially funded project area. To reduce undue certification processes, Successful Proponents are encouraged to select from the pre-existing certified pool of dedicated locators in regions with existing available resources. In regions that currently do not deploy dedicated locators, ISPs will need work with the underground infrastructure owners to certify a Dedicated Locator. Through the stakeholder consultation process, IO learned that this is not an onerous undertaking. Once the Dedicated Locator is established, the Successful Proponent will set up a profile for the newly certified Dedicated Locator with Ontario One Call noting that the Dedicated Locator will conduct locate requests on their behalf for all their provincially funded projects.

Additional Considerations

The use of the Dedicated Locator model will ensure a number of benefits and promote overall project efficiency. However, the following additional considerations should be taken to ensure that locates for provincially funded projects are not delayed:

⁸ Ontario One Call, Dedicated Locator. <https://www.ontarioonecall.ca/wp-content/uploads/DedicatedLocator.pdf>

- Successful Proponents should ensure that the timing and input of locate requests are for the areas necessary for the project phase as opposed to blanket requests covering the span of the entire project area. This will reduce the backlog in the locates system and ensure that locates do not expire prior to the start of construction in the identified area. Locates for the provincially funded projects have a maximum locate 'block' of no more than 10 premises or 150m, whichever is the greater.
- Dedicated Locators must be registered with Ontario One Call with an indicator on file noting that they will be serving provincially funded projects.
- IO is working with Ontario One Call to ensure that all locate requests for the provincially funded projects be uniquely identified as provincially funded project locates to be prioritized by infrastructure owners and One Call (dispatching the requests) where a Dedicated Locator is not deployed.

Locates Liability and Penalty Scheme

While it is expected that most Successful Proponents will avail themselves of Dedicated Locators, the Guideline provides safeguards for those choosing to proceed with individual infrastructure owner locators. Pay for delay and pay for redesign provisions prescribed in regulation under the BBFA, provide Successful Proponents with recourse before the OLT for delayed and/or inaccurate locates that result in delays to a provincially funded project.

The Ontario Land Tribunal, is an independent, quasi-judicial administrative tribunal with jurisdiction that including hearings and deciding appeals in relation to a broad range of planning and development issues, municipal governance and other matters. Under the SBIEA, the OLT may adjudicate matters related to the BBFA. The Act sets out who is eligible to make an appeal to the OLT and the procedures that must be followed to do so. Information regarding the OLT appeals process is available on the Ontario Land Tribunal's website and may be accessed here: [Forms - Tribunals Ontario - Environment & Land Division \(gov.on.ca\)](https://www.ontario.ca/gov/forms-tribunals-ontario-environment-land-division).

Pay-for-Delay

Successful Proponents can make a claim for damages should locates be unreasonably delayed beyond the ten-day legislated PT. Any such delay also puts a burden on other infrastructure owners that provided their locates within the 10-business day PT as the current locates provided expire. In this event, the infrastructure owners who responded in a timely fashion must now redeploy their locates team to the field at additional costs to complete the second locate. As such, an ISP may bring a claim against an infrastructure owner who caused a delay which resulted in a significant impact on their provincially funded project's timelines or cost.

The claims for the pay-for-delay penalty scheme will be adjudicated through the OLT, and must not be arbitrated by One Call.

Pay-for-Redesign

Successful Proponents can make a claim for damages should infrastructure owners provide inaccurate locates that result in the need for redesign. It is recognized that there will be instances of error in records and separation of what's built and what is maintained in the asset management registry of infrastructure owners. The objective of this penalty scheme is to target asset owners who repeatedly fail to update their records and mis-locate their asset despite prior notification and/or repeat incidences.

The claims for the pay-for-redesign penalty scheme may be sought at the OLT. However, they must not be arbitrated by One Call.

Glossary

3G: The term for the 3rd generation wireless telecommunications standards usually with network speeds of less than 1 Mbps

4G: The term for 4th generation wireless telecommunications standards usually with network speeds greater than 1 Mbps

5G: The term for emerging 5th generation wireless telecommunications standards usually associated with network speeds of up to 1 Gbps or more

Aerial Route: Deployment of broadband infrastructure by means of attachment to above ground support structures such as LDC-owned poles

Anchor: A device that supports and holds in place conductors when they are terminated at a pole or structure

As-built drawings: As-built drawings are prepared based on information gathered during construction or fabrication by someone other than a practitioner or someone under their supervision. Often, the information is provided by the contractor in the form of red-line mark-ups of the design drawings. If a practitioner then proceeds to revise the design documents to incorporate the red-line mark-ups, these documents should be clearly marked as "As-Built Documents" and not sealed

Attacher: An entity that will attach or have attached its cable / fibre to a pole owned / controlled by an LDC. Attachers are ISPs who will have third-party attachments.

Attachment: A single connection of the attacher's equipment to the support structure that has a direct or indirect influence on the performance, appearance, and safety of the support structure or the structure owner's ability to access and maintain it. The attacher may have multiple attachments to a support structure (such as an LDC-owned pole).

Bandwidth: The capability of telecommunications and internet networks to transmit data and signals

Bilateral Aerial Structure: Pole line on both sides of a roadway

Broadband: The term broadband commonly refers to high-speed internet access that is always on and faster than traditional dial-up access. Broadband includes several high-speed transmission technologies, such as fiber, wireless, satellite, digital subscriber line and cable. The CRTC defines universal service objective as having access to actual download speeds of at least 50 Mbps and actual upload speeds of at least 10 Mbps

BBFA: *Building Broadband Faster Act, 2021*; the BBFA creates a suite of new legislative measures that will streamline project set-up and delivery as it pertains to planning and installing essential broadband infrastructure and services

Business Day (or Days): Means a day from Monday to Friday, other than a holiday as defined in section 87 of the *Legislation Act, 2006*

Designated Broadband Project: As prescribed under regulation under the *Building Broadband Faster Act, 2021*, every broadband project where funding, in full or in part, has been provided through the Ministry of Infrastructure for the purposes of deploying broadband and high-speed internet infrastructure in Ontario is a designated broadband project for the purposes of the Act.

Designated Broadband Project Stakeholders: Proponents, distributors, transmitters, municipalities, members of Ontario One Call, any other person with infrastructure within a right-of-way for a Designated Broadband Project and any other person whose cooperation is required to carry out a Designated Broadband Project.

Design Load: The actual, expected load or loads that a device or structure will support in service

Electronic Scoring Reverse Auction (ESRA): The ESRA is an auction structure that allows the Province to assign scores to ISPs based on price and other well-defined non-price attributes in their proposals. This structure offers the Province the flexibility to highlight specific policy objectives based on the weights used for various attributes.

Encroachment Permit: Required by MTO to perform work within a highway corridor

Fiber (also referred to as Fiber Strand): A flexible hair-thin glass or plastic strand that is capable of transmitting large amounts of data at high transfer rates as pulses or waves of light

Fixed Wireless Broadband Access: The use of wireless devices/systems in connecting two fixed locations, such as offices or homes. The connections occur through the air, rather than through fiber, resulting in a less expensive alternative to a fiber connection.

Fixed Wireline Attachment: A "Fixed Wireline Attachment", for the AHSIP program, is a high-speed physical attachment of facilities (fibre optic cable(s) and fibre-optic splice closures) capable of delivering internet access services at prescribed minimum speeds. These facilities are attached to a pole owned by others and must be installed and maintained in compliance with regulations, standards and owner's safety practices such that all parties have access to their facilities and no worker or public safety issues exist.

Ground: An electrical term meaning to connect to the earth

Ground Fault: An undesired current path between ground and an electrical potential

Guys/Anchors: Support structures to balance loading on bisect and dead-end poles

Improving Connectivity for Ontario program (ICON): The ICON program is part of Up to Speed: Ontario's Broadband and Cellular Action Plan, which outlines the strategy to expand access to broadband and cellular connectivity in identified areas of need

Internet Service Provider (ISP): An entity that provides internet connections and services to individuals and organizations. Typically, ISPs also provide additional services such as email accounts and webhosting. Note the terms ISPs, TSP and WISP refers to the same service providers and can be used interchangeably.

Local Distribution Company (LDC): A local electricity distribution company is a power distribution company that is responsible for distributing power from transmission lines to people's homes and businesses in an exclusive distribution area and is licensed by the OEB. Also referred to as distributors or transmitters.

Lots: For the purposes of ESRA, the Province is segmented into 49 areas, referred as 'auction lots' (or lots). This segmentation is done based on census divisions.

LTE (Long Term Evolution): A 4G wireless broadband technology that provides speeds up to 100 Mbps download and 30 Mbps upload

Make Ready Costs: Costs associated with preparing a LDC pole to receive a new fiber attachment

Mark-up Circulation: Circulation of preliminary drawings to all parties (e.g., municipalities, LDCs, Utilities and other ISPs) that may have infrastructure in the ROW so that they may review and mark any conflicts between the proposed running line and their buried assets.

Materially Insignificant: Any new attachment deemed to immaterially impact structure as outlined in ESA's materially insignificant work – distributor bulletin (: <https://esasafe.com/assets/files/esasafe/pdf/Utilities/Bulletins/DB-07-15-v2.pdf>)

Minister: Refers to the Minister of Infrastructure or such other members of the Executive Council to whom responsibility for the administration of the BBFA is assigned or transferred under the *Executive Council Act*

Municipal Access Agreement: A Municipal Access Agreement (MAA) is a legal agreement that provides companies the ability to construct, maintain, relocate and operate their equipment within right-of-ways that are under the jurisdiction of a municipality. It states the roles, responsibilities and requirements for both the signatory and the municipality and deals primarily with issues such as municipal consent, hazardous substances and materials, road occupancy permits, rights-of-way, costs to be carried by municipalities, third party and sub-contractor agreements, service level agreements, maintenance and repair responsibilities as well as equipment use and invoicing.

Municipal Consent (MC): is provided by a municipality for a utility company to occupy a specific location within the Municipal rights-of-way. Utility locations and separations have been established for various road cross-sections to avoid conflicts in the planning of projects by various utilities occupying the rights-of-way and to minimize the impact of proposed work on any adjacent infrastructure. MCs are only issued to utility companies, commissions, agencies and private Applicants who have the authority to construct, operate and maintain their infrastructure within the right-of-way as established through legislation or terms of a Municipal Access Agreement (MAA) where they apply and are approved. An MC gives a company permission to install or move facilities and is required when a road needs to be excavated.

Network Infrastructure: The hardware and software components of a network that provide network connectivity and allow the network to function

One Touch: One-touch make-ready policies try to avoid delay and redundancy by having all make-ready work (such as rearranging several existing attachments) performed at the same time by a single crew.

Ontario Energy Board (OEB): The OEB is Ontario's independent regulator of the electricity and natural gas sectors. Its activities include making rules to protect consumers, setting rates, and licensing all participants in the electricity sector including the Independent Electricity System Operator (IESO), generators, transmitters, distributors, wholesalers and electricity retailers, as well as natural gas marketers who sell to low volume customers.

Overlashing: Overlashing is the practice of attaching an additional fibre optic cable over an existing aerially deployed fibre optic cable attached to a LDC pole

Performance Timelines: standard timelines allotted to Designated Broadband Project Stakeholders, particularly LDCs, municipalities and members of Ontario One Call that must be adhered to in the provision of access to

Positive Deviation: The process of removing an existing cable and replacing with cable of lesser

weight or smaller diameter, thereby positively impacting the load characteristics

Professional Engineer: a person who holds a licence or temporary licence under the Professional Engineers Act (Ontario Regulation 22/04)

Rights-of-Way (ROW): ROW are legal rights to pass through property owned by another. ROW are frequently used to secure access to land for digging trenches, deploying fiber, constructing towers and deploying equipment on existing towers and LDC poles.

Road Occupancy Permit (ROP): A Road Occupancy Permit is required by some municipalities when working within the municipal right-of-way. Activities that require a road occupancy permit include temporary lane closures or construction related road closures, mobile crane work, temporary scaffolding or hoarding, crossing the boulevard for temporary construction site access, disposal bins located in the roadway or public laneway, storage of materials and equipment located in the roadway or public laneway, workers on the road or the blockage of sidewalks. Some municipalities may not require this permit and need only to be notified.

Service Area: The entire area within which a service provider either offers or intends to offer broadband service

Southwestern Integrated Fibre Technology (SWIFT) Project: A non-profit municipally led broadband expansion project created to improve internet connectivity in underserved communities and rural areas across Southwestern Ontario.

Strand: Braided steel wire that supports Bell cable (copper or fibre) 10M (larger) or 6M (smaller)

Subsurface Utility Engineering (SUE): Subsurface Utility Engineering (SUE) is an engineering discipline that involves the investigation of buried utilities and identifies the conflicts they may pose to a project design in order to mitigate associated risks.

Successful Proponent: An ISP that entered into the Project Agreement with the Government of Ontario to carry out a provincially funded project in a Service Area.

Telecommunications Service Providers (Telecom): A entity that has traditionally provided telecommunication services. However, for the purposes of this Guideline, Telecom is used synonymously and interchangeably with ISP.

Utility: a utility (or “public utility as defined in the *Public Utilities Corporation Act*, 1990) means any water works, gas works, electric heat, light or power works, telegraph and telephone lines, railways however operated, street railways and works for the transmission of gas, oil, water or electrical power or energy, or any similar works supplying the general public with necessities or conveniences.



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Local **(705) 466-3341**
Toll Free from 519 only **(866) 472-0417**
Fax **(705) 466-2922**

December 13, 2021

RE: Truth and Reconciliation Calls to Action

At the meeting held on December 8, 2021, Council of the Township of Mulmur passed the following resolution regarding the Truth and Reconciliation Commission's Calls to Action.

Moved by Boxem and Seconded by Cufaro

WHEREAS the Truth and Reconciliation Commission released 94 Calls to Action to redress the legacy of residential school and advance the process of reconciliation;

AND WHEREAS the Council of the Corporation of the Township of Mulmur has reviewed the Calls to Action directed at municipal government;

NOW THEREFORE BE IT RESOLVED THAT Council of the Corporation of the Township of Mulmur take the following actions to address the Truth and Reconciliation Commission's Calls to Action directed at municipal government;

- THAT Council supports the implementation of Jordan's Principal;
- THAT Council permanently waives administrative fees related to name changes and revision of official documents for residential school survivors;
- THAT Council requests an update from the Central West Local Health Integration Network and Headwaters Health Care Centre to provide an update on the steps taken to address the Truth and Reconciliation Commission's Call to Action #23 and encourage cultural competency training for all healthcare professionals in Dufferin County be completed by the end of 2022;
- THAT Council further calls for the Ontario Government to take action on addressing the Truth and Reconciliation Commission's Call to Action #23;
- THAT Council requests an update from the Caledon Dufferin Victim Services on the steps taken to address the Truth and Reconciliation Commission's Call to

Action #40 to create adequately funded and accessible Aboriginal-specific victim programs and services in Dufferin County;

- THAT Council further calls for the Ontario Government to take action on addressing the Truth and Reconciliation Commission's Call to Action #40, specifically making these programs and services available within Aboriginal communities;
- THAT Council calls upon the Ontario Government to take action on the Truth and Reconciliation Commission's Call to Action #43 and move forward with passing Bill 76, the United Nations Declaration on the Rights of Indigenous People Act;
- THAT Council commits to ensuring that Mulmur's policies and bylaws do not rely on the colonial concepts of terra nullius;
- THAT Council commits to providing the National Council for Reconciliation, annual reports and current data as requested;
- THAT Council commits to providing skill-based training and/or information sessions including but not limited to intercultural competency, conflict resolution, human rights and anti-racism for all elected officials, residents and staff of the Township of Mulmur;
- THAT Council requests an update from the Dufferin Peel Catholic School Board and Conseil Scolaire Catholique MonAvenir on the steps taken to address the Truth and Reconciliation Commission's Call to Action #64;
- THAT Council recognizes the recent funding and commitment made by the Ontario Government to address the Truth and Reconciliation Commission's Calls to Action #62 and #63 and urges the Ontario Government to also address the Truth and Reconciliation Commission's Call to Action #64 by including curriculum on comparative religious studies in denominational schools;
- THAT Council further their commitment to commemorating the legacy of residential schools and honouring residential school survivors by annually recognizing September 30th as the National Day for Truth and Reconciliation;
- THAT Council open the first Council meeting in September each year with a moment of silence to pay respect to the innocent lives lost within the Canadian Residential School system;
- THAT Council direct staff to work in collaboration with the Dufferin County Cultural Resource Circle to encourage Dufferin County residents to share their

stories with the National Centre for Truth and Reconciliation, Mulmur Township and local libraries;

- THAT Council direct staff to request educational materials from the Museum of Dufferin, Indigenous Sport & Wellness Ontario, and/or other applicable agencies for distribution to Mulmur residents telling the national story of Aboriginal athletes in history;
- THAT Council direct staff to amend the Community Grant Policy to include a section to support Aboriginal athletic development/growth and support for the North American Indigenous Games and encourage the Ontario Government to provide financial support;

THEREFORE IT FINALLY BE RESOLVED THAT this motion be forwarded to the Premier of Ontario, Ministry of Health and Long-Term Care, Ministry of the Attorney General, Ministry of Indigenous Affairs, Ministry of Education, Caledon Dufferin Victim Services, Central West Local Health Integration Network, Headwaters Health Care Centre, Local Libraries, Dufferin Peel Catholic School Board, Conseil Scolaire Catholique MonAvenir, Dufferin Caledon MPP Sylvia Jones, Dufferin County and all Ontario municipalities.

	Yea	Nay
Councillor Boxem	Y	
Councillor Clark	Y	
Councillor Cufaro	Y	
Deputy Mayor Hawkins	Y	
Mayor Horner	Y	

CARRIED.

Sincerely,

Roseann Knechtel

Roseann Knechtel, Deputy Clerk/Planner Coordinator
Township of Mulmur

Logan Belanger

From: Chris Oslund
Sent: Wednesday, December 15, 2021 10:22 AM
To: Logan Belanger
Subject: FW: Investing in Canada Infrastructure Program - Green funding stream 2021

From: ICIP Green <ICIPGreen@ontario.ca>
Sent: Monday, December 13, 2021 3:54 PM
To: Steve Burnett <sburnett@temiskamingshores.ca>
Subject: Investing in Canada Infrastructure Program - Green funding stream 2021

BY EMAIL ONLY

Steve Burnett, Manager of Environmental Svcs.
The City of Temiskaming Shores
sburnett@temiskamingshores.ca
Case #2021-08-1-1624703804

Dear Steve Burnett,

I am writing to provide an update on your community's project, which was submitted under the 2021 intake of the Green funding stream of the Investing in Canada Infrastructure Program (ICIP).

Following an evidence-based provincial review process, your project **Haileybury Water Treatment Plant Improvements** was not nominated for federal review and approval, as it was **unsuccessful** under this intake. The 2021 intake of the Green funding stream was highly competitive, and total demand was almost double the available funding.

Projects that were nominated to the federal government for review and approval were those that most closely aligned with the provincial assessment criteria and federal requirements. The provincial assessment criteria included reviewing projects based on critical health and safety aspects, technical merit of the proposed project, funding need if applicable and efficiencies through joint projects.

Your community may be able to access funding through other financial tools, such as the IO Loan program, to support your project. The Province continues to advocate to the federal government for additional funding to support infrastructure needs.

If you have any questions, please contact our Ministry via email at ICIPGreen@ontario.ca.

Sincerely,

[original signed by]

Trevor Fleck

Director of Intergovernmental Policy Branch
Ministry of Infrastructure

2021 MUNICIPAL PARTNERSHIPS REPORT



MUNICIPAL
PROPERTY
ASSESSMENT
CORPORATION



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2021: RISING RISING TO THE CHALLENGES OF THE PRESENT, AND LOOKING TOWARD THE FUTURE

As the pandemic continued to unfold this year, we've remained focused on delivering the services Ontario municipalities rely on. We've also looked beyond the challenges and demands of our current reality, and toward what property assessment looks like in a post-pandemic world.

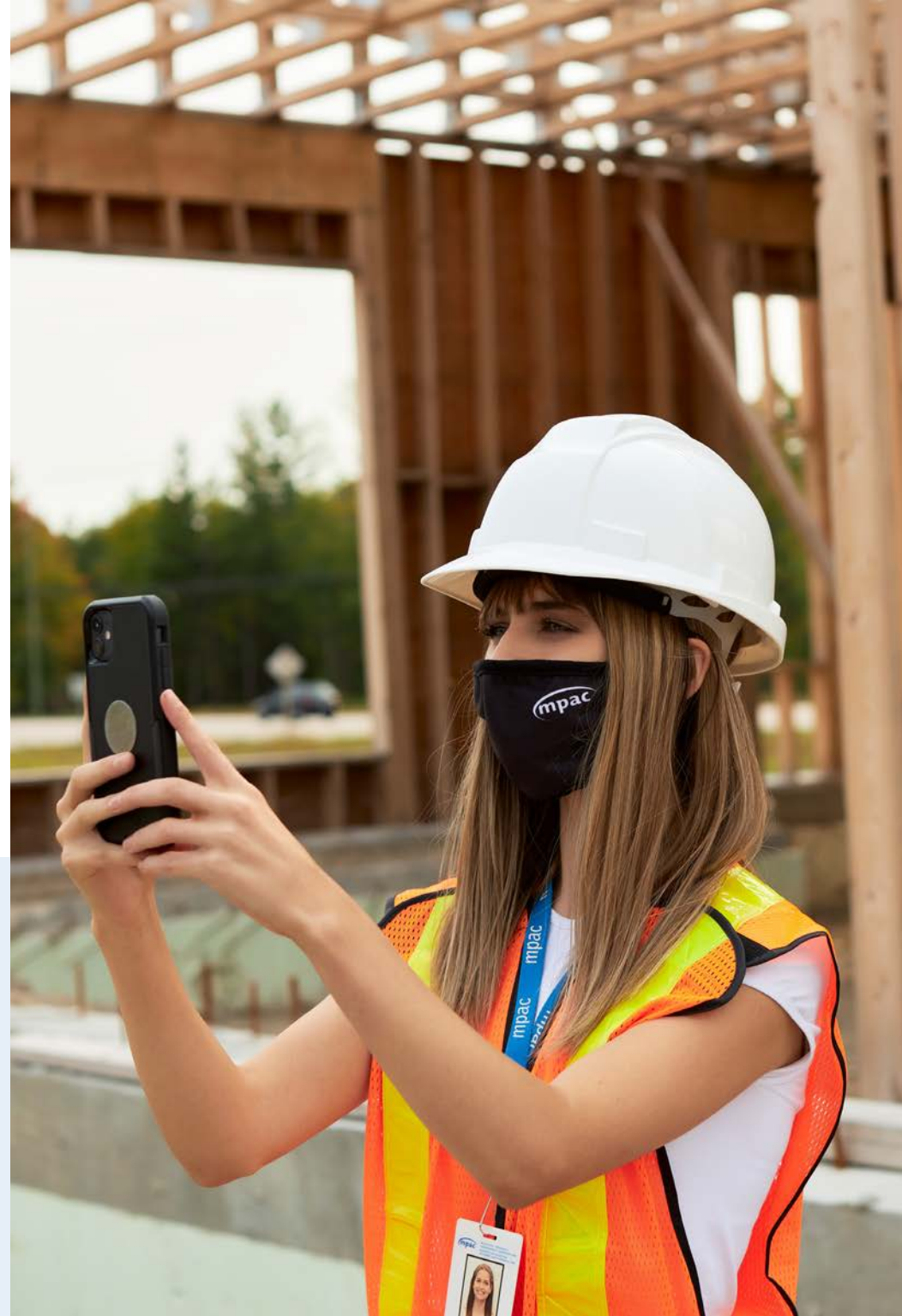
We may have spent the year apart, but we've worked with our municipal partners like never before. Together, we laid the groundwork for technological innovation, modernization and more efficient services.



"During this time of uncertainty, we have continued to control MPAC's budget to limit costs. MPAC's Board of Directors approved the 2022 operating budget with no increase to the provincial levy, for the second year in a row. While each municipality's annual levy amount is determined by a formula set out in the *Assessment Act*, there is no total levy increase for 2022."

Alan Spacek

Chair, MPAC Board of Directors



MAINTAINING ONTARIO'S PROPERTY DATABASE

MPAC maintains a one-of-a-kind, comprehensive database of information for each of the more than 5.4 million properties in Ontario. We continuously update these records each and every day so that municipal tax bases are kept current and municipal financial decisions can be based on the most accurate data possible.

Our work to maintain Ontario's property data set includes:

- ✓ Supporting our municipal partners and property owners
- ✓ Analyzing the market and observing COVID-19 impacts on property sectors
- ✓ Processing severances and consolidations and assessing new construction, additions and renovations
- ✓ Addressing Requests for Reconsideration and appeals
- ✓ Responding to vacancy and tax applications from municipalities
- ✓ Tracking school support



"Soon after a tornado hit the City of Barrie in July, we had a series of meetings with MPAC and put together a plan for how we would address damage to properties and tax relief applications. We've been having weekly check-ins with MPAC to review what's happening with properties and building permits, sharing information and establishing consistent messages to support property owners who suffered damage to their property."

Grace Marsh

Acting Manager, Property Tax and Revenue, City of Barrie

CAPTURING \$38 BILLION IN NEW ASSESSMENT

We know that the value of new construction, additions and renovations continues to be an important source of municipal revenue during the pandemic. This year, we continued to work with municipalities to validate property information in new ways, including through the digital submission of building plans.

Thanks in large part to this collaboration, we were able to access the information required to add more than \$38 billion in new assessment to municipal assessment rolls across Ontario this year.



“Staying on top of property assessment trends is an important way we make sure we’re ready to capture new assessment quickly when building permits are closed, so we can provide municipalities with new revenue sources.”

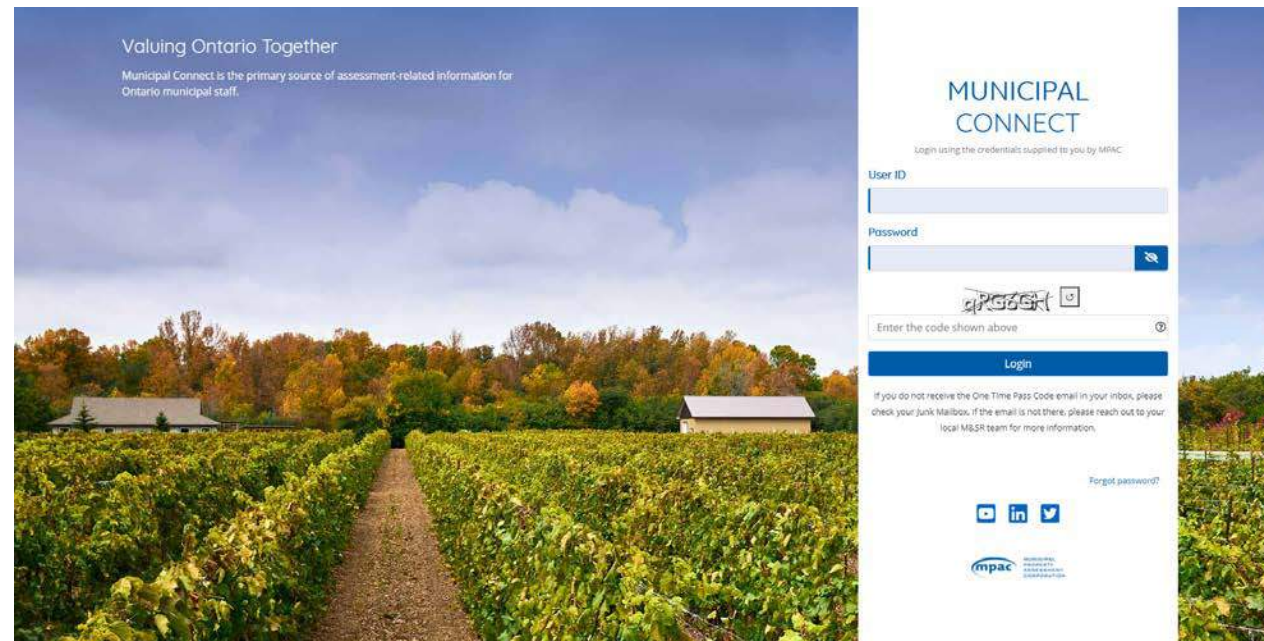
Carmelo Lipsi
Vice-President and Chief Operating Officer, MPAC

INNOVATIVE DATA SHARING

One of the most important ways we support all 444 municipalities in Ontario is by providing them access to Municipal Connect, a sophisticated data-sharing platform. Together with our partners, we reimagined the platform to provide more convenient access to high-quality property data.

Built by our IT team and subject matter experts in just six months, the new Municipal Connect launched this year and brings the tools municipal users requested to their fingertips.

It also laid the groundwork for elements of our 2021-2025 Strategic Plan, including expanded use of MPAC data to support municipal operations and planning, and the creation of further collaboration tools to support municipalities and other public and private sector partners in using our data to find solutions and make even smarter decisions.



"I have been impressed with the engagement and constructive development process that has been applied at Municipal Connect Working Group meetings. The MPAC development team sought insights about how best to meet municipal needs, applied changes where possible, and described any restrictions. This dialogue and consideration supported the development of an innovative new Municipal Connect."

Tammy Sikma

Enterprise Applications Manager, County of Peterborough

DIGITAL PERMITTING IN ONTARIO

We are the only organization with data on all building permits in Ontario, and we process about 300,000 building permits each year on properties of all types, from condos to distribution centres.

Modernizing and digitizing permit collection and exchange can create internal efficiencies for municipalities and help us capture new assessment faster, resulting in new municipal revenues sooner.

We work with a number of e-permitting providers to support municipalities in automating permit submissions into our systems. However, we know many municipalities still rely on paper-based systems. In 2020, we conducted a market scan and found that only 27 per cent of municipalities had an end-to-end e-permitting solution.

We are working with municipalities to digitize their permitting process and collaborating with sector associations, like the Association of Municipalities of Ontario's (AMO) business services arm, Local Authority Services (LAS), to further advance the consideration and adoption of e-permitting in the municipal sector.

"Our move to a digital e-permitting solution was always the plan, but COVID-19 put the plan into overdrive. Ensuring information was easily available with a few clicks was the only way to go—the industry is already doing work electronically and we were the hold up. This change will pay dividends in the near future as our municipality continues to grow and staff pressures increase."

Mary Hasan

Director of Finance/Treasurer, Township of Puslinch





HELPING MUNICIPALITIES EVALUATE THE NEW OPTIONAL SMALL BUSINESS SUBCLASS

Together with the municipal sector, we published a [Small Business Property Subclass Report](#) to support municipalities in their evaluation and potential use of the new optional tax subclass made available by the Province.

Key stakeholders contributed to the report, including representatives from Ontario municipalities, the Association of Municipalities of Ontario (AMO), Municipal Finance Officers' Association (MFOA), Ontario Municipal Tax and Revenue Administrators (OMTRA), Toronto Association of Business Improvement Areas (TABIA), and Ontario Business Improvement Area Association (OBIAA).

We also sent an online survey to Finance and Economic Development staff across all 444 municipalities to inform the group's work.

"The Small Business Subclass report provides significant guidance for municipalities who are considering implementing the subclass. It should prove to be a very useful tool in defining small businesses and identifying appropriate properties, as well as assisting in the development of local policies."

Donna Herridge
Executive Director, Municipal Finance Officers' Association

EVOLVING OUR SERVICES TO DELIVER MORE VALUE TO ONTARIO

The pandemic has driven us to be more innovative, efficient and future-forward thinking than ever, and we've formalized that way of working through our new [2021-2025 Strategic Plan](#).

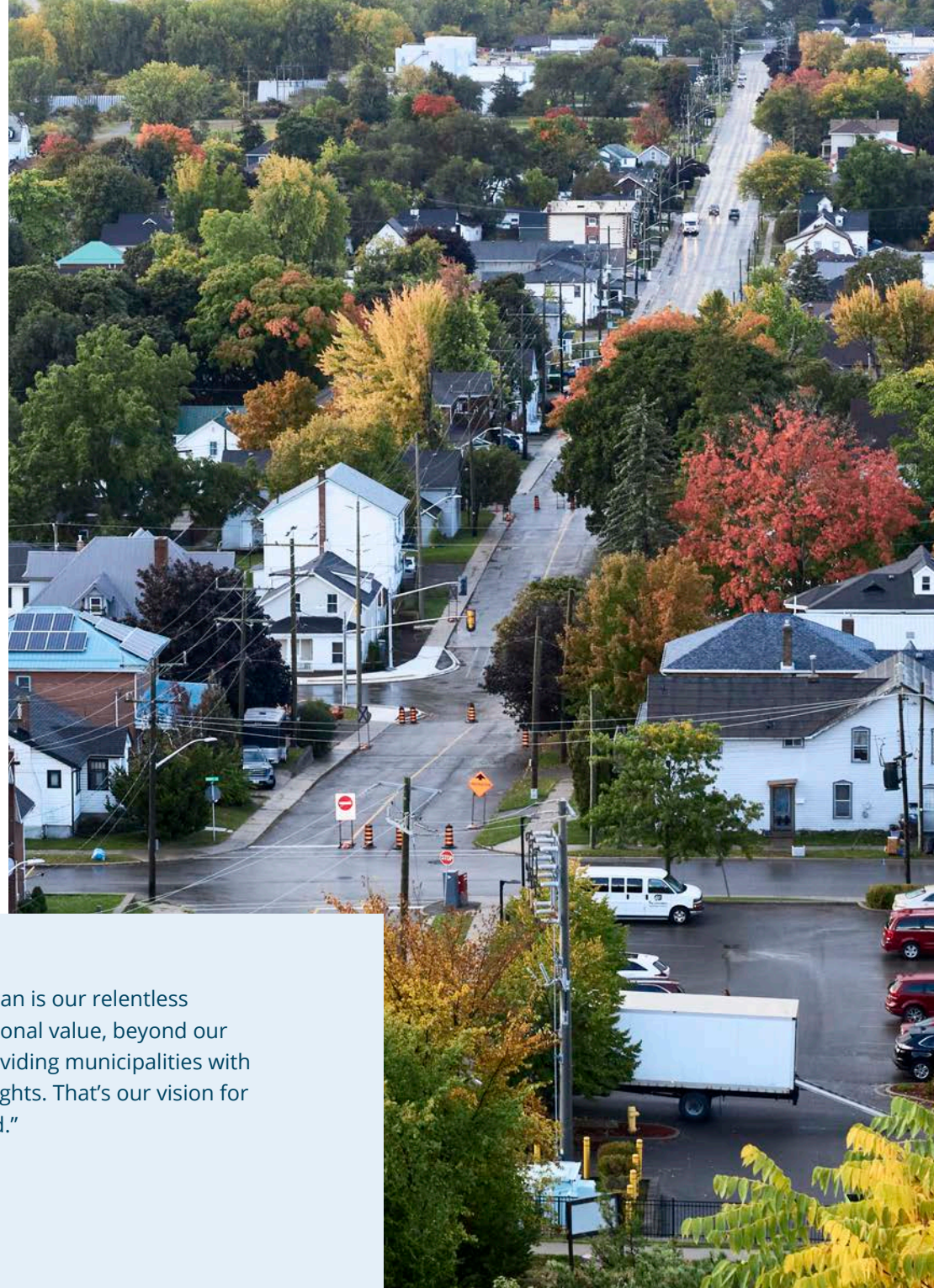
Over the next several years our focus will be on:

- ✓ Modernizing our operations
- ✓ Strengthening our relationships with municipalities
- ✓ Supporting property owners
- ✓ Attracting and retaining top talent
- ✓ Unlocking new revenue streams to offset the levy impact for Ontario municipalities



"The cornerstone of our 2021-2025 Strategic Plan is our relentless focus on delivering the greatest possible additional value, beyond our foundational assessment role. That means providing municipalities with value-added data, analytics and actionable insights. That's our vision for property assessment in a post-pandemic world."

Nicole McNeill
MPAC President



LOOKING AHEAD

As part of its 2021 Fall Economic Statement, the Ontario Government announced a continued postponement of the assessment update.

This means that property taxes for the 2022 and 2023 taxation years will continue to be based on the January 1, 2016 valuation date. Property assessments will remain the same as they were for the 2021 tax year, unless there have been changes to the property.

We will continue to provide you with market analysis and insights, stay ready to deliver the assessment update when called upon, and work every day to maintain Ontario's property database, which includes the timely assessment of new construction, additions and renovations.

Next year, we will lean into our partnerships that are driving technological innovation to provide municipalities with the best possible products, modernization of the broader sector and more efficient services.

We will keep working hard to help all Ontarians better understand who we are, what we do and the ways we support property owners to understand their assessment.

And most importantly, we will do our part to support communities on the path to better days ahead.



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MUNICIPAL
PROPERTY
ASSESSMENT
CORPORATION



Assessment Change Summary

City of Temiskaming Shores

The following chart provides a snapshot comparing the assessed value at the beginning of one taxation year (2021), to the assessed value at the beginning of the next taxation year (2022).

Property Tax Class (RTC) Description	RTC	Based on 2016 Current Value Assessment (CVA)			
		Destination CVA <i>At time of roll return for 2021 Tax Year</i>	2022 Tax Year <i>Destination CVA at time of roll return for 2022 Tax Year</i>	Percent Change <i>2021 – 2022 Tax Year</i>	Percent of Total CVA <i>Distribution of CVA between classes for 2022 Tax Year</i>
Residential	R	831,304,447	848,822,871	2.11%	72.07%
Multi-Residential	M	11,724,400	11,550,500	-1.48%	0.98%
New Multi-Residential	N	584,000	608,000	4.11%	0.05%
Commercial	C	87,230,253	88,286,787	1.21%	7.50%
Shopping Centre	S	16,843,200	16,379,919	-2.75%	1.39%
Parking Lot	G	187,400	187,400	0.00%	0.02%
Commercial (New Construction)	X	25,056,600	25,916,723	3.43%	2.20%
Industrial	I	8,080,600	8,040,200	-0.50%	0.68%
Industrial (New Construction)	J	3,603,200	3,603,200	0.00%	0.31%
Pipeline	P	26,486,000	26,496,000	0.04%	2.25%
Farm	F	43,373,700	37,177,500	-14.29%	3.16%
Managed Forests	T	-	120,500		0.01%
Utility Transmission & Distribution Corridors	U	-	-	0.00%	0.00%
PIL - Residential	R	3,059,600	3,019,600	-1.31%	0.26%
PIL - Commercial	C	10,009,400	9,970,900	-0.38%	0.85%
PIL - Industrial	I	128,800	128,800	0.00%	0.01%
PIL - Landfill	H	13,400	13,400	0.00%	0.00%
PIL - Shortline Railway Right-of-Way	B	-	-	0.00%	0.00%
Exempt	E	97,775,100	97,441,200	-0.34%	8.27%
TOTAL		1,165,460,100	1,177,763,500	1.06%	100.00%

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, October 27, 2021

7:00 p.m. in person and via zoom

1. Call to Order

Meeting called to order by Chair Brigid Wilkinson at 7:00 p.m.

2. Roll Call

Present in-person: Brigid Wilkinson, Claire Hendrikx, Danny Whalen,
and Library CEO Rebecca Hunt.

Present via zoom: Brenda Morissette, Jeff Laferriere, Emily Smith.

Regrets: Jessica Cooper, Thomas McLean

Members of the Public: 0

3. Adoption of the Agenda

Motion #2021-50

Moved by: Claire Hendrikx

Seconded by: Emily Kotalowski

Be it resolved that the Temiskaming Shores Public Library Board accepts the October 27, 2021 agenda as presented.

Carried.

Addition: None

4. Declaration of conflict of interest: None

5. Adoption of the Minutes

Motion #2021-51

Moved by: Jeff Laferriere

Seconded by: Emily Kotalowski

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, September 22, 2021 as presented.

Carried.

6. Business arising from Minutes: None

7. Correspondence:

- a. From Ethan Hurtubise: Thank you for May Ball Bursary.
- b. From Timiskaming District Secondary School: Thank you for May Ball Bursary.
- c. From Eleanor Katona: Kudos to the Library.

8. Secretary–Treasurer’s Report

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

Library CEO’s Report

October 19, 2021

Book Sales: We have started up our pay as you please book sales again. We are using carts that we can roll out of storage and only bringing them out on Fridays and Saturdays

so that they are not in the way all week long. The donation boxes have been installed on the Circulation and Reference desks and people can pay with donations in the boxes. We are not accepting large amounts of donations but are accepting some that fit within our donation criteria.

Emagazines and Ebooks: OverDrive has bundled their emagazines with their ebooks at a significantly reduced price for 2022. We will purchase more Advantage titles of ebooks with the savings from the emagazines as that was a popular program when we had purchased titles in 2020. Many of the licenses for the titles we previously purchased are expired. We will focus on popular titles and try to do quarterly purchasing of a few titles at a time to stagger the licenses.

Climate Action Timiskaming Committee Project: We have received the books ordered for the Climate Action Timiskaming project and the committee has been notified.

Northern Lights Library Network: The library hosted a meeting of the Northern Lights Library Network on Monday, October 18. The librarians from Cobalt Library, Englehart Library, Elk Lake Library, Earleton Library and Larder Lake Library attended in person and the librarian from Timmins Library attended via zoom. The group discussed sharing policies and other information about library procedures and what procedures they are following during COVID-19. The group will meet again on November 29 in Englehart.

Park Pass program: I have re-applied to the program for 2022 and will submit our stats to Ontario Parks at the end of November. The passes have circulated 22 times so far in 2021.

Programming: Currently there is a Halloween Colouring contest, and we will be handing out Halloween craft bags for the last week of October. Gadget Helper sessions are on a drop in basis at this time, until we are clear if we will need to ask for proof of vaccination. In November we will do the Christmas Cards to Canadian Soldiers Abroad program again and have Remembrance Day colouring pages to hand out. We also continue to give introductions to the MakerSpace on a drop in basis.

Timiskaming Health Unit/Vaccine passport: Library staff have been busy helping patrons print off their proof of vaccine for the past month. We are continuing to print two copies of the proof of vaccine for free and people are appreciative of that.

Finances and Statistics

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

Motion #2021- 52

Moved by: Jeff Laferriere

Seconded by: Danny Whalen

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

Carried.

9. Committee Reports:

- a. FINANCE AND PROPERTY: Report on the October 14, 2021 budget meeting with the city.
- b. PLANNING, POLICY, PERSONNEL AND PUBLICITY: Nothing to report.
- c. STRATEGIC PLANNING: Nothing to report.
- d. LIBRARY SERVICES: Nothing to report.

10. New Business:

- a. Land acknowledgment discussion and information from city on how it is done at council. The board is in agreement and will review suggested wording.
- b. Proof of vaccine in library programming/meeting room. Discussion on the Board's thoughts regarding proof of vaccination for library programs in the programming room. The CEO will do some consultation with the Timiskaming Health Unit and the municipality and report back to the board.
- c. Update MOU with municipality—discussion. Several Board members volunteered to start a preliminary review of the MOU before we meet as a committee. The CEO will email the Board for feedback and invite municipal representatives to the committee.
- d. Report LIB-03-2021: Christmas Hours. Motion.

Motion #2021- 53

Moved by: Jeff Laferriere

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board accepts the December holiday hours as outlined in Report LIB-03-2021.

Carried.

11. Plan, Policy review and By-law review:

- a. Circ-6: Resource sharing. Motion
- b. Access-2: Accessibility Plan. Discussion. The CEO will contact the Accessibility Committee to invite them to see the new library space.

Motion #2021- 54

Moved by: Jeff Laferriere

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policies:

Circ-6 Resource sharing policy as reviewed/amended by the Board.

Carried.

12. Closed session

Motion #2021-55

Moved by: Claire Hendrikx

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board goes into closed session at 7:40 in regards to identifiable individuals.

Carried.

Motion #2021-56

Moved by: Claire Hendrikx

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board rises from closed session at 8:25 with report.

Carried.

Motion #2021-57

Moved by: Jeff Laferriere

Seconded by: Danny Whalen

Be it resolved that the Temiskaming Shores Public Library Board accepts the closed session minutes of September 22, 2021.

Carried.

13. Adjournment

Adjournment by Claire Hendrikx at 8:27 p.m.

Chair –

1.0 CALL TO ORDER

The meeting was called to order at 11:25 a.m.

2.0 ROLL CALL

PRESENT:	Councillor Danny Whalen (Chair) Mayor Carman Kidd Councillor Doug Jelly Christopher Oslund, City Manager Matt Bahm, Director of Recreation Paul Allair, Superintendent of Parks and Facilities Kelly Conlin, Deputy Clerk (Committee Secretary) Presentation: Dick Farrow, John Peters, Jim Runnells
REGRETS:	

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Presentation:

Little Claybelt Homesteaders Museum – Addition to existing building

4.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5.0 ADOPTION OF AGENDA

Recommendation BM-2021-038

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the November 17, 2021 meeting be adopted as amended.

CARRIED

6.0 APPROVAL OF PREVIOUS MINUTES

Recommendation BM-2021-039

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Committee Meeting previous meeting minutes of October 20, 2021 be adopted as presented.

CARRIED

7.0 PRESENTATIONS/CORRESPONDENCE

Representatives from the Little Claybelt Homesteaders Museum presented the Committee with information for a proposed addition in the existing Little Claybelt Homesteaders Museum. The museum is not looking for financial support but rather the Committee's support. The museum is located on City property; therefore, Council will have to also be in support in order to move this project forward.

Recommendation BM-2021-040

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Committee Meeting hereby recommend that Council support the request from the Little Claybelt Homesteaders Museum for an addition on the existing museum building.

CARRIED

8.0 UNFINISHED BUSINESS

a) New Liskeard Marina

Staff have requested a quote for the geotechnical/environmental phase 1 study. The quote will be provided to the Committee once it is received.

b) Haileybury Medical Centre – North stairway

The stairway replacement project will cost approximately \$18,000 and will be covered within the 2021 operating budget.

c) Budget 2022

There have not been many changes from the last meeting where the draft budget was presented in more detail. The budget will be presented to Council in December for their consideration.

d) CJTT Tenant Discussion

Staff recently met with CJTT to discuss changes to the renewal of their lease agreement. A full report will be presented to Council for their consideration.

9.0 NEW BUSINESS

a) Building Maintenance Department Update

The Committee was provided with an update in regards to current department operations and projects.

b) Farr Park Building Demolition

Three bids were received for the demolition of the Farr Park building. Based on the bids received, staff will be issuing a purchase order to EJ Enterprises for the demolition.

c) Haileybury Medical Center Main Entrance

Mayor Kidd brought forward a concern he received regarding the lack of shelter space at the entrance of the Haileybury Medical Centre. The medical center locks the doors from 12-1:00 PM each day, leaving patients who arrive without a vehicle, no where to stay warm during the winter months. Staff suggested this was an issue to discuss with the Haileybury Family Health Team.

10.0 ADJOURNMENT

Recommendation BM-2021-041

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 12:08 p.m.

CARRIED

COMMITTEE CHAIR

COMMITTEE SECRETARY

1. CALL TO ORDER

Meeting called to order at 5:28 p.m.

2. ROLL CALL

PRESENT:	Councillor Jeff Laferriere (Chair) Mayor Carman Kidd Councillor Danny Whalen Christopher Oslund, City Manager Shelly Zubyck, Director of Corporate Services Stephanie Leveille, Treasurer Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation CS-2021-059

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agenda for the November 23, 2021 meeting be approved as printed.

CARRIED

6. NEW BUSINESS

a) 2022 Budget

Staff presented the draft 2022 Municipal Budget. The presentation included both Capital and Operating budgets for all departments. Staff highlighted what financial strategies are being utilized and how staff came to present the Capital projects included. There are projects included in the budget that are contingent upon receiving either federal or provincial funding. Staff spoke about the development of a reserve policy and review of investment strategies moving forward.

Recommendation CS-2021-060

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee acknowledges review of the 2022 Capital and Operating budgets; and hereby recommends this information be presented to Council for their review and consideration at a special meeting in December.

CARRIED

7. NEXT MEETING

The next Corporate Services Committee Meeting will be December 15, 2021 at 12:00 pm.

8. ADJOURNMENT

Recommendation CS-2021-061

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 6:50 p.m.

CARRIED

COMMITTEE CHAIR

COMMITTEE SECRETARY

PROTECTION TO PERSONS AND PROPERTY COMMITTEE MEETING MINUTES

November 17, 2021 – 1:00 PM

Haileybury Boardroom

CHAIR – Mayor Carman Kidd

1. CALL TO ORDER

Meeting called to order at 1:00 p.m.

2. ROLL CALL

PRESENT:	Mayor Carman Kidd (Chair) Councillor Doug Jelly Councillor Mike McArthur Christopher Oslund, City Manager Shelly Zubyck, Director of Corporate Services Steve Langford, Fire Chief Jennifer Pye, Planner Gabriel Tasse, By-Law Officer Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	None

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Addition: Unfinished Business:

Short Term Accommodations policy

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PPP-2021-049

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee agenda for the November 17, 2021 meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2021-050

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee minutes of the October 20, 2021 meeting be adopted as presented.

CARRIED

7. PRESENTATIONS/CORRESPONDENCE

8. UNFINISHED BUSINESS

a) Short Term Accommodation Policy

Councillor McArthur requested an update from staff in regards to the proposed short term accommodation policy. Staff informed the Committee that the draft policy has been completed for sometime, however implementation of the policy was put on hold during the pandemic.

Recommendation PPP-2021-051

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee hereby requests that staff present the draft Short Term Accommodation Policy at the next regular Committee meeting.

CARRIED

9. NEW BUSINESS

a) Fire Activity Report

The Committee was provided with an update in regards to fire activity in the community and responses from all three volunteer stations.

b) Parking Issue – Laneway behind Busters

Staff wanted to make the Committee members aware a parking issue currently occurring in the back lane behind Busters. The City By-Law officer has attended the area; however, no fines have been laid. Ultimately, this is an issue between property owners and their designated parking areas.

c) Easement Request – Story Environmental

Staff were presented with a request from Story Environmental regarding the installation of a gate at the entrance of their property on Niven St. in Haileybury, in the industrial park. In order to complete the installation, large boulders would need to be placed on a small portion of the adjacent property, which is owned by the City. The Committee had no issues with this request.

d) Vacant City Properties Request – Tache Construction

The Committee was presented with a list of suitable vacant properties that may be considered as a donation for the affordable housing project.

Recommendation PPP-2021-051

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee hereby recommends the vacant property on Bay Street or Cobalt Avenue be considered as a donation of land for the affordable housing project.

CARRIED

10. CLOSED SESSION

11. NEXT MEETING

The next Protection to Persons and Property Committee meeting is scheduled for December 15, 2021.

12. ADJOURNMENT

Recommendation PPP-2021-052

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 2:00 p.m.

CARRIED

1. CALL TO ORDER

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

2. ROLL CALL

PRESENT:	Councillor Doug Jelly (Chair) Mayor Carman Kidd Councillor Danny Whalen Chris Oslund, City Manager Steve Burnett, Manager of Environmental Services Darrell Phanuef, Environmental Superintendent Al Proteau, Acting Transportation Superintendent Matt Bahm, Director of Recreation (Active Transportation Plan) Jeremie Latour, Certified Engineering Technician Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Revision:

New Business d) Day & Ross Trucking Washing

Item 10: Closed Session

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PW-2021-059

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee agenda for the November 17, 2021 meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2021-060

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the October 20, 2021 regular meeting be adopted as presented.

CARRIED

7. CORRESPONDENCE (INTERNAL/EXTERNAL)

**a) Letter of Concern from resident on Quarry Road
Received for Information**

The Committee reviewed the letter from a resident on Quarry Road, which outlined multiple concerns, mainly the lack of street lights, drainage and excessive speeding. The Committee stated the city has no intention of installing street lights in the rural area, nor are they responsible for the drainage off individuals' properties. Staff will draft a response.

b) Request for Sidewalk Snow Removal – Farah Ave

The Committee discussed an email from a resident on Farah Avenue who requested sidewalk snow removal on Farah Avenue to Whitewood Avenue. At this time, this sidewalk is not included as part of the Winter Control Plan, and at this time, there is no additional capacity to complete this section of sidewalk. Staff may consider this portion in future years. Staff will respond to the request.

8. UNFINISHED BUSINESS

a) 2021-2022 Roadway Rehabilitation Program

The 2021 portion of the program is now complete. The 2022 section of roadways being proposed will be part of the 2022 budget discussion.

b) Public Works Department Update

The Committee was provided with a general operations and department update.

9. NEW BUSINESS

a) Active Transportation Plan

Matt Bahm, Director of Recreation reviewed the information contained in the Active Transportation Plan that was recently presented to Council. Ultimately, this plan is to be used as a guide for consideration when the city is completing work to infrastructure. There are several items contained in the plan that are relatively easy to implement or are already being considered for implementation.

b) Street Lights – Grant Drive

Staff advised the Committee that the installation of street lights on Grant Drive should be completed within the next week.

c) 2022 Capital Budget

The Committee was provided with an overview of the draft 2022 budget for Public Works & Environmental. Staff detailed capital project requests and the reasoning behind the request. The Committee also discussed the 2022 Roadway Rehabilitation Program. The Committee agreed that Quarry Road would be a good location for the rap road treatment. The budget will be presented to Council for their consideration in December.

d) Day & Ross Truck Wash

Staff were made aware of a resident who is washing their Day & Ross transport truck in the residential area of Sutcliffe Avenue. Staff will follow up with Day & Ross to ensure their drivers are aware that this is not permitted.

10. CLOSED SESSION

Recommendation PW-2021-061

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby agrees to convene in Closed Session at 9:50 am to discuss the following matters:

- Under Section 239 (2) e of the Municipal Act, 2001 – Potential Litigation
Municipal Drains

CARRIED

Recommendation PW-2021-062

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby agrees to rise without report from Closed Session at 10:01 am.

CARRIED

11. ADJOURNMENT

Recommendation PW-2021-063

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 11:20 a.m.

CARRIED



November 29, 2021

COMMUNICATED VIA EMAIL

Hon. David Piccini, Minister; Andrew Evans, Director of Policy
Ontario Ministry of the Environment, Conservation and Parks
minister.mecp@ontario.ca; Andrew.Evans4@ontario.ca

Hon. Jonathan Wilkinson, Minister
Environment and Climate Change Canada
jonathan.wilkinson@parl.gc.ca

Hon. Lisa Thompson, Minister; Jack Sullivan, Issues Manager & Press Secretary
Ontario Ministry of Agriculture, Food and Rural Affairs
minister.omafra@ontario.ca; jack.sullivan@ontario.ca

Hon. Marie-Claude Bibeau, Minister
Minister of Agriculture and Agri-Food
Marie-Claude.Bibeau@parl.gc.ca

**RE: LACK OF RECYCLING OPTIONS
AGRICULTURAL BALE WRAP AND TWINE AND BOAT SHRINK WRAP**

To Whom this May Concern:

Residents of the Town of Georgina are concerned about the lack of options for recycling boat shrink-wrap and agricultural bale wrap and twine. We note that the [Inventory of recycling programs](#) in Canada, listed on the Government of Canada website specifies that the only location in Canada to recycle bale and silage wrap is in Manitoba as part of a pilot program by CleanFARMS. The Region of York has advised that there are additional pilot programs in Bruce County, Clinton, and Ottawa Valley however, none of these locations are accessible to the residents of Georgina, nor to many other rural communities in Ontario. Moreover, CleanFarms has advised that expansion beyond Bruce County is highly unlikely due to financial limitations.

Every year, tons of plastic waste are burned on farms around Ontario and across Canada, and more is buried or dumped in municipal landfills. [CBC reports that a 2012 survey](#) found that only 17 percent of farmers send their plastic for recycling. Accordingly, 83 percent of farmers have been forced to adopt

other means of disposal, largely, or entirely due to a lack of options for agricultural plastics within the province. As you are aware, burning plastics releases potent environmental toxins into the air and buried plastics are not biodegradable.

Just recently, Prince Edward Island announced [regulatory amendments](#) that will transition pilots for items like silage wrap and twine into permanent, industry-funded programs starting December, 2022. More recently still, Quebec took similar [regulatory action](#). Are similar initiatives currently under consideration for Ontario?

We seek to work with you, however possible, and with neighboring municipalities, in order to promote the well-being of our environment and to make recycling programs more accessible to farmers and boaters across the country. We look forward to hearing from you regarding concrete steps that can be implemented between government, agricultural and marine groups, and municipalities for the furtherance of these causes.

Kind Regards,

FOR THE TOWN OF GEORGINA

Council of the Town of Georgina
Georgina Agricultural Advisory Committee
Georgina Environmental Advisory Committee
Georgina Waterways Advisory Committee

Cc: Scot Davidson, MP, York-Simcoe, Scot.Davidson@parl.gc.ca
Caroline Mulroney, MPP, York-Simcoe, caroline.mulroneyco@pc.ola.org
Laura McDowell, Regional Municipality of York, Director, Environmental Promotion and Protection Branch, Laura.McDowell@york.ca
Cleanfarms Inc., info@cleanfarms.ca
Dr. Shrink, drshrink@dr-shrink.com
Switch Energy Corp., dnott@switchenergycorp.com
Neighbouring Municipalities

Memo

To: Mayor and Council
From: James Franks
Date: December 21, 2021
Subject: Don Shepherdson Memorial Arena Upgrades
Attachments: Draft Agreement (**Please see by-law No. 2021-182**)

Mayor and Council:

At the Council meeting of July 13, 2021, Matt Bahm presented his report numbered RS-014-2021 advising Council that staff were applying to Fed Nor for funding support of upgrades to the Don Shepherdson Memorial Arena through the Canada Community Revitalization Fund. Council endorsed the submission of the application using resolution 2021-302.

The project began in 2018 with an application to the Enabling Accessibility Fund for support of accessibility upgrades to the facility. The City only received approval from that application in late 2019 at which point, the facility was in operation and the work could not be completed. When an RFP was sent out in 2020, the project costs had ballooned significantly and was therefore not completed as it came in over budget.

In 2021, staff could not find a supplier to do the required upgrades, so again the construction season was lost. This additional funding will mean that the project can move forward in the spring of 2022 while reducing the City cost to complete the project.

The funding contract from Fed Nor will be included in the bylaw section of tonight's agenda for approval.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

James
Economic Development
Officer

Shelly Zubycck
Director of Corporate
Services

Christopher W. Oslund
City Manager



Federal Economic Development
Agency for Northern Ontario
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Agence fédérale de développement
économique pour le Nord de l'Ontario
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

December 14, 2021

Project Number: 851-513779

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

Dear Mr. Kidd:

Re: Contribution to Corporation of the City of Temiskaming Shores

I am pleased to advise that FedNor is prepared to provide support of up to \$500,000 towards completing renovations at the Don Shepherdson Memorial Arena.

Enclosed you will find a Contribution Agreement setting out the terms for our support. Please make note of section 9.0 of your Agreement referring to announcements and FedNor funding acknowledgement. You will be contacted by FedNor to arrange details for the official announcement and until then we ask that you refrain from publicly referencing or announcing the project approval. Mrs. Denise Deschamps of our North Bay office is available to answer any questions you may have and may be reached at (705) 471-3276 or toll-free at 1-877-333-6673 ext. 3276. I would ask that you return a signed copy of the contract to my attention in our Sudbury office to acknowledge your acceptance.

This Contribution Agreement is open for acceptance for 60 days from the date that appears on its face after which time it will become null and void. The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by my office.

May I offer my best wishes to Corporation of the City of Temiskaming Shores.

Yours sincerely,

Perreault, Lucie Digitally signed by Perreault, Lucie
Date: 2021.12.14 09:13:12 -05'00'

Lucie Perreault

Program Director

Federal Economic Development Agency for Northern Ontario (FedNor)

c.c. Mr. James Franks, Economic Development Officer

Memo

To: Mayor and Council
From: Stephanie Léveillé, Treasurer
Date: December 21, 2021
Subject: Provincial Offences Act (Ontario) Contract Agreements for POA Court Prosecution Services – Phillip Jones
Attachments: Draft Agreement (**Please refer to By-law No. 2021-183**)

Mayor and Council:

Council for the City of Temiskaming Shores adopted Resolution No. 2021-490 at the November 16, 2021 regular meeting, to authorize the execution of the Parts III and IX of Provincial Offences Act (Ontario) Interim Transfer Agreement between Her Majesty the Queen in Right of Ontario as represented by the Attorney General and The Corporation of the City of Temiskaming Shores (By-law No. 2021-174).

Given the nature of matters and transfer responsibility of permitted Part III POA prosecutions to the City of Temiskaming Shores, it was duly time to review the agreement with the Prosecutor, Phillip Jones, adopted by Council on October 17, 2017, through By-law No. 2017-133. Notable changes to the agreement include:

- an increase to the rate of pay from \$75.00 per hour to \$100.00 per hour;
- a mileage rate from \$0.53 per kilometer to a rate established by the Canada Revenue Agency on January 1st of each calendar year;
- a City provided telephone with toll-free number;
- Prosecutor responsibility to obtain a suitable replacement and for the transfer of files related to matters requiring prosecution in the French language, and during absences; and
- A provision regarding the independent contractor relationship, and other conditions such as insurance coverage, WSIB, indemnification, notice, etc.

It is recommended that Council directs staff to prepare the necessary by-law to authorize the execution of the Provincial Offences Act (Ontario) Agreement Prosecutor Services between Mr. Phillip Jones and The Corporation of the City of Temiskaming Shores, and to repeal By-law No. 2017-133 effective January 1, 2022, for consideration at the December 21, 2021 regular meeting.

Prepared by:

“Original signed by”

Stephanie Léveillé,
Treasurer

Reviewed by:

“Original signed by”

Shelly Zuback
Director of Corporate
Services

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

Christopher W. Oslund
City Manager

Subject: Proposed Increases to Municipal Cemetery Fees

Report No.: CS-046-2021

Agenda Date: December 21, 2021

Attachments

Appendix 01: Proposed Fee Increase Schedule

Appendix 02: Cemetery Care and Maintenance Fund/Account Contribution Amount Increases

Appendix 03: Draft Amending By-law (**please refer to By-law No. 2021-184**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-046-2021; and
2. That Council directs staff to amend By-law No. 2012-039 (Departmental User Fees) to update Cemetery Services Fees, for consideration at the December 21, 2021 Regular Council meeting.

Background

Cemetery operations and fees were last reviewed by Council in February 17, 2015. The cemeteries operated with a surplus between 2015 and 2017; however, experienced deficits since this time, as shown below:

Operating Year	Surplus (Deficit)
2015	\$13,626
2016	\$17,448
2017	\$24,849
2018	\$(669)
2019	\$(3,448)
2020	\$(8,163)

Expenses have remained consistent; however, revenues have significantly declined over the past two years, particularly with the sale of cemetery lots and interments. One theory is that families are waiting to schedule interments until COVID-19 restrictions were lessened on gatherings and travel. As such, a revised fee structure is proposed, as the City continues to draw on its reserve funds to cover annual operating fees each for the past four years. The City's objective is to operate cemetery operations on a cost recovery

basis. In order to achieve that, the City must continue to increase its cemetery service fees.

Analysis

Perpetual care interest generates an average of 1.23% per year from the City's five (5) GIC investments, to help offset operating costs for the City-owned cemeteries being Mount Pleasant Cemetery (Haileybury) and Pioneer Cemetery/Valleyview Cemetery (New Liskeard). The Treasurer will be investigating other investment options for these accounts to increase the City's return on investment in future years.

During the 2022 Municipal Budget discussion, it was determined that anticipated capital work requirements cannot occur within the current fee structure, including with the reserve of \$21,876 (opening balance on January 1, 2021).

Appendix 01 – Proposed Fee Increase (2022) illustrates the recommended fee increases depending on the service purchased and whether it is for resident or non-resident. A resident would be someone that resides within the boundaries of the City of Temiskaming Shores.

Due to increased requests for multiple same day interments in the same lot (in-ground) or niche (columbarium), staff is further recommending the addition of a fee structure for additional same date/same time cremation interments, whether it be for a burial or for an entombment in the Columbarium. The City has also experienced requests for the removal of overgrown trees/shrubs, and occasional requests for the use of the 10' x 10' tent for graveside services, for inclement weather. As such, a fee category has been introduced for these services.

The cemetery Care and Maintenance (C&M) Fund contribution amounts are also increasing, in accordance with changes to Ontario Regulation 30/11 under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), and come into effect on New Year's Day (January 1, 2022) – **Appendix 02**. The City C&M amounts are currently greater than the minimum amount set, therefore, the regulated 40 percent contribution amount is used on the purchase price for burial lots, and a 15 percent contribution amount is used for niche purchases. However, the City requires a revision to the C&M fees for flat and upright markers, as they have doubled in value. A flat marker (at least 173 in²), is now \$100; an upright marker measuring up to 4 feet in height and length (including base) is now \$200, and an upright marker measuring more than 4 feet in height or length (including base) is now \$400.

The recommendations were presented to the Corporate Services Committee on December 15, 2021, and the following recommendation was adopted:

Recommendation CS-2021-067

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends that Council consider the proposed increase to Municipal Cemetery Fees.

CARRIED

Therefore, it is recommended that Council direct staff to amend By-law No. 2012-039, as amended to adopt Schedules and Departmental User fees and Service Charges for the City of Temiskaming Shores, in particular the Cemetery Services – Price Lists contained in Schedule “B” - **Appendix 03**.

Relevant Policy / Legislation / City By-Law

- By-law No. 2012-039 – User Fees
- Funeral, Burial and Cremation Services Act, 2002

Consultation / Communication

- Consultation with City Manager
- Presented to Corporate Services Committee

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 ☒

If Council endorses the recommendation to increase Cemetery Fees as outlined in this report, it is anticipated that the revenues will increase annually by approximately \$3,200 which will fluctuate depending on the usage, plus revenue from the proposed fee additions. On average, resident fees have increased by 3.88 percent, and non-resident fees by 3.98 percent. The difference is attributed to rounding.

Alternatives

No alternative options are proposed for Council for consideration.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Logan Belanger
Municipal Clerk

Shelly Zubyc
Director of Corporate
Services

Christopher W. Oslund
City Manager

Cemetery Services – Price List

	Current Established in 2015		Proposed Rates	
Purchase of Lot / Care and Maintenance on lot	Resident	Non-resident	Resident	Non-Resident
A: Adult Lot	1,500	2,250	1,545.00	2,320.00
A: Care & Maintenance - 40% (Ont. Reg. 30/11 Sec. 168)	600	900	618.00	928.00
B: Cremation Lot (New Liskeard Cemetery ONLY)	750	1,125	775.00	1,160.00
B: Care & Maintenance - 40% (Ont. Reg. 30/11 Sec. 168)	300	450	310.00	464.00
C: Child Lot (New Liskeard Cemetery ONLY)	600	1,050	620.00	1,085.00
C: Care & Maintenance - 40% (Ont. Reg. 30/11 Sec. 168)	240	420	248.00	434.00
Transfer of Interment Rights	75	75	80.00	80.00
Interment Fees	Resident	Non-resident	Resident	Non-Resident
Weekday Burial - Adult Full Interment	1,300	1,950	1,340.00	2,010.00
Weekend & Holiday Burial - Adult Full Interment	2,500	3,700	2,575.00	3,815.00
Any day - Child Interment	375	525	390.00	545.00
Provincial License (for each interment) effective July 1, 2014 - \$12.00	12	12	12.00	12.00
Weekday Burial - Cremation Interment	525	785	545.00	810.00
- Each additional Weekday Cremation Interment (same day/same time) -NEW			275.00	405.00
Weekend & Holiday Burial - Cremation Interment	1,050	1,375	1,085.00	1,420.00
- Each additional Weekend & Holiday Cremation Interment (same day/same time) - NEW			545.00	710.00
Additional fee for the use of a steel vault or wooden box	150	300	155.00	310.00
Vault storage	-	300	-	310.00
Foundation / Care and Maintenance on Markers	Resident	Non-resident	Resident	Non-Resident
Foundation installation	625	625	645.00	645.00
Flat Marker - wet concrete setting	625	625	645.00	645.00
Flat Marker - ground setting	175	175	185.00	185.00
C & M Fund - Flat Marker over 172 in2 & Pillow Marker (Ont. Reg. 30/11 - Sec. 166)	50	50	100.00	100.00
C & M Fund - Upright Monument up to 4' high/length (Ont. Reg. 30/11 - Sec. 166)	100	100	200.00	200.00
C & M Fund - Upright Monument over 4' high/length (Ont. Reg. 30/11 - Sec. 166)	200	200	400.00	400.00
Corner Post installation (set of 4)	80	80	85.00	85.00

Columbarium Niche Fees	Resident	Non-resident	Resident	Non-Resident
Level A (Top – highest level)	2,600	3,100	2680	3200
Level A – Care and Maintenance – 15% (Ont. Reg. - Sec. 168)	390	465	402	480
Level B	2,800	3,200	2885	3300
Level B – Care and Maintenance - 15% (Ont. Reg. - Sec. 168)	420	480	432.75	495
Level C	2,900	3,400	2990	3505
Level C – Care and Maintenance - 15% (Ont. Reg. - Sec. 168)	435	510	448.5	525.75
Level D	2,800	3,200	2885	3300
Level D – Care and Maintenance - 15% (Ont. Reg. - Sec. 168)	420	480	432.75	495
Level E	2,500	2,900	2575	2990
Level E – Care and Maintenance - 15% (Ont. Reg. - Sec. 168)	375	435	386.25	448.5
Level F (Bottom - lowest level)	2,400	2,800	2475	2885
Level F – Care and Maintenance - 15% (Ont. Reg. - Sec. 168)	360	420	371.25	432.75
Weekday Opening and Closing - Niche	525	900	545	930
- Each additional Weekday Entombment (same day/same time) - NEW			275	465
Weekend & Holiday Opening and Closing - Niche	1,050	1,600	1085	1650
- Each additional Weekend & Holiday Entombment (same day/ same time) - NEW			545	825
Other Services	Resident	Non-resident	Resident	Non-Resident
Disinterment (full casket burial)	3,000	3,000	3090	3090
Disinterment (cremated remains)	450	450	465	465
Fee for staking of cemetery lot	50	50	55	55
Flower Planting (including preparation of grounds & watering)	150	150	155	155
Removal or tree/shrub/ plant - NEW			75	75
Removal of existing foundation and/or markers	Estimate upon Request		325.00	325.00

|

Cemetery Care and Maintenance Fund/Account Contribution Amount Increases
(Effective January 1, 2022)

Contribution Type	Current Contribution Amount	Contribution Amount (effective January 1, 2022)
In-ground graves that are 2.23 m ² (24 ft ²) or larger	\$250 or 40% of price (whichever is greater)	\$290 or 40% of price (whichever is greater)
In-ground grave that is smaller than 2.23 m ² (24 ft ²)	\$150 or 40% of price (whichever is greater)	\$175 or 40% of price (whichever is greater)
Tomb, crypt or compartment in a public mausoleum	\$500 or 20% of price (whichever is greater)	\$830 or 20% of price (whichever is greater)
Niche or compartment in a public columbarium	\$100 or 15% of price (whichever is greater)	\$165 or 15% of price (whichever is greater)
Scattering ground for which there will be only one scattering rights holder	\$100 or 40% of price (whichever is greater)	\$115 or 40% of price (whichever is greater)
Scattering ground for which there will be more than one scattering rights holder	\$25 or 15% of price (whichever is greater)	\$30 or 15% of price (whichever is greater)
Scattering ground for which there will be no scattering rights holder	\$25	\$30
A private mausoleum provided or constructed by a person other than the cemetery operator is installed in a cemetery	\$500 multiplied by the number of tombs, crypts, compartments or 20% of the sum of specified prices (whichever is greater)	\$575 multiplied by the number of tombs, crypts, compartments or 20% of the sum of specified prices (whichever is greater)
A private columbarium provided or constructed by a person other than the cemetery operator is installed in a cemetery	\$100 multiplied by the number of niches and compartments or 15% of the sum of specified prices (whichever is greater)	\$115 multiplied by the number of niches and compartments or 15% of the sum of specified prices (whichever is greater)
To establish a cemetery	\$100,000	\$165,000
Flat marker measuring less than 1,116.13 cm ² (173 in ²)	\$0	\$0
Flat marker measuring at least 1,116.23 cm ² (173 in ²)	\$50	\$100
Upright marker measuring 1.22 m (4 ft) or less in height and 1.22 m (4 ft) or less in length, including the base	\$100	\$200
Upright marker measuring more than 1.22 m (4 ft) in either height or length, including the base	\$200	\$400

Subject: Proposed Increases to Marriage
Solemnization Fees

Report No.: CS-047-2021

Agenda Date: December 21, 2021

Attachments

Appendix 01: Draft Amending By-law (please refer to By-law No. 2021-185)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-047-2021; and
2. That Council directs staff to amend By-law No. 2015-026 (Civil Marriage Solemnization Policy for the City of Temiskaming Shores), for the revision of Civil Marriage Solemnization Fees and other administrative changes, for consideration at the December 21, 2021 regular meeting.

Background

At the January 20, 2021 regular meeting, Council adopted By-law No. 2015-026 to adopt a Civil Marriage Solemnization Policy for the City of Temiskaming Shores and repeal By-law No. 2010-104 being a Civil Marriage Solemnization Policy for the City of Temiskaming Shores.

Since this time, the fee structure for Marriage Solemnizations within City Hall and Outside City Hall has remained the same.

Analysis

Staff completed a review of other municipal rates, as well as discussed with City appointed Officiants to develop an updated and revised fee schedule, to reflect the time commitment for prepare for a wedding ceremony, including pre-meetings, finalizing the ceremony details/scripts, wedding rehearsal, and the marriage ceremony. For reference purposes, the current rates are outlined below.

City Hall Services

Civil marriages conducted at City Hall are subject to availability of the facility.

The use of confetti, rice, bubbles, candles, incense, music and similar items are strictly prohibited at City Hall or grounds. Failure to comply will result in the following additional charges:

- Cleaning the inside of the facility: \$200 (if applicable)
- Cleaning the outside of the facility: \$200 (if applicable)

The following fees apply for civil marriage solemnization services and are payable to the City of Temiskaming Shores:

During Normal Working Hours	Fee	HST	Total
City Administrative Fee =	\$ 150.00	\$ 19.50	\$ 169.50
Use of City Hall =	\$ 100.00	\$ 13.00	\$ 113.00
Marriage Officiant Fee =	\$ 250.00	N/A	\$ 250.00
Total Fees =			\$ 532.50

Note: If the ceremony is performed by a Marriage Officiant that is an employee of the City, the Marriage Officiant Fee is retained by the City.

Services outside City Hall

Service outside City Hall is defined as a civil marriage by a Marriage Officiant delegated under this policy within the Province of Ontario.

Civil Marriage	Fee	HST	Total
City Administrative Fee =	\$ 150.00	\$ 19.50	\$ 169.50
Marriage Officiant Fee =	\$ 250.00	N/A	\$ 250.00
Total Fees =			\$ 419.50

Notes:

- For ceremonies held outside the boundaries of Temiskaming Shores, the Marriage Officiant may claim a mileage expense. Mileage expenses shall be calculated at the current rate as established by the Municipal Expense Policy.
- It is the responsibility of the participants to make the appropriate arrangements and to pay for the facility to be utilized for the Marriage Ceremony.

The revised rates are proposed as follows:

The following fees apply for civil marriage solemnization services, and are payable to the City of Temiskaming Shores:

Description	Fee
Civil Marriage Ceremony - City Hall Monday to Friday (outside of regular business hours) ¹	\$400.00
Civil Marriage Ceremony - Off-Site (within City of Temiskaming Shores)	\$450.00
Civil Marriage Ceremony – Off-Site (Outside City of Temiskaming Shores/ including on a boat)	\$500.00
Milage – Outside of City of Temiskaming Shores ²	Current Rate as Approved by Council
Note: Rates are subject to applicable taxes	

- 1) Civic Ceremonies at City Hall occur Monday to Friday outside the regular operating hours of 8:30 a.m. to 4:30 p.m., excluding lunch hours, and are subject to the availability:
 - a. of the facility; and
 - b. a Marriage Officiant who is an employee of the City.

In addition, the use of confetti, rice, bubbles, candles, incense, and similar items are strictly prohibited at City Hall or on grounds.

- 2) For ceremonies held outside the boundaries of Temiskaming Shores, the Marriage Officiant may claim a mileage expense. Mileage expenses shall be calculated at the current rate as established by the Municipal Expense Policy.

Additional Notes:

1. Ceremonies will be conducted by appointed officiants of the City of Temiskaming Shores.
2. It is the responsibility of the participants to make the appropriate arrangements and to pay for the facility to be utilized for the Marriage Ceremony.

The most notable changes were the increase in rates for wedding ceremony's occurring off-site (outside of City Hall), and outside of municipal boundaries, including when an officiant is required to travel by boat. The fee increases accounts for the additional travel time, as well as time spend at wedding rehearsals (typically scheduled the day before the official ceremony). The City Administration Fee of \$150.00, is also included in the price to simplify the fee schedule, and invoicing.

In addition, it is also recommended to remove the Marriage Officiant's discretion to waive the officiant/mileage fees, and that all invoicing will be administered by City staff instead of the marriage officiant.

The revisions were reviewed at the Corporate Services Committee meeting held on December 15, 2021, and the following recommendation was adopted:

Recommendation CS-2021-068

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby recommends that Council support the revisions of Civil Marriage Solemnization Fees and other administrative changes within the Civil Marriage Solemnization Policy.

CARRIED

Relevant Policy / Legislation / City By-Law

- By-law No. 2015-026 – Civil Marriage Solemnization Policy for the City of Temiskaming Shores

Consultation / Communication

- Consultation with City Manager
- Presented to Corporate Services Committee

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 ☒

Revenues for the City will not be impacted, as the administrative fee of \$150.00, and Marriage License Application Fee of \$150.00 remains unchanged. The remaining fees are collected on behalf of the officiant, and reimbursed upon the submission of an expense report.

Alternatives

No alternative options are proposed for Council for consideration.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Logan Belanger
Municipal Clerk

Shelly Zubych
Director of Corporate
Services

Christopher W. Oslund
City Manager

Subject: Award Tender to Appoint an
Integrity Commissioner

Report No.: CS-048-2021

Agenda Date: December 21, 2021

Attachments

Appendix 01: Submission Opening Details

Appendix 02: Draft By-law (**please refer to By-law No. 2021-186**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-048-2021; and
2. That Council directs staff to prepare the necessary By-law to enter into a two (2) year agreement with to appoint Harold G. Elston as the Integrity Commissioner for the City of Temiskaming Shores, for consideration at the December 21, 2021 regular meeting.

Background

The Municipal Act, 2001 was amended effective March 1, 2019 to make the appointment of an integrity commissioner mandatory for all municipalities. Integrity commissioners have the legislated responsibility of providing advice and education to Members of Council, members of local boards, municipal staff and the public, and to oversee the process for Municipal Conflict of Interest Act complaints. Specifically, Section 223.3 of the Municipal Act, 2001 outlines:

Integrity Commissioner

223.3(1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to any or all of the following:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.

3. The application of sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the Municipal Conflict of Interest Act.

An Integrity Commissioner has the powers of inquiry and delegation as well as a duty of confidentiality and reporting requirements as follows:

- Report directly to Council on matters related to the Code of Conduct and other policies, rules or procedures related to ethics for Council;
- Preserve secrecy with respect to all matters that come to my attention;
- Power to undertake investigation into complaints alleging contraventions of the applicable code of conduct;
- Reports are public and permitted to disclose necessary information related to the findings while maintaining confidentiality;
- Make recommendations to City Council relating to Code of Conduct breaches, but only Council can sanction one of its Members.

Analysis

At the October 5, 2021 regular meeting, Council adopted By-law No. 2021-141 to enter into a Service Agreement with ADR Chambers Inc., and to appoint an interim Integrity Commissioner for the City of Temiskaming Shores, from October 6, 2021 until December 8, 2021. This time period was selected to provide the City an opportunity to publish a Request for Proposal (RFP) for a permanent service provider, and to make a recommendation to Council at the December 7, 2021 Council meeting.

The RFP was posted on the City's Website and Biddingo on October 22, 2021, and Closed on November 15, 2021. No bids were received. The RFP was revised and released again on November 23, 2021, with a closing date of December 10, 2021.

To allow time to proceed through the procurement process for a permanent Integrity Commissioner, Council adopted By-law No. 2021-177 to extend the agreement with ADR Chambers to January 5, 2022.

Upon the RFP closing on December 10th, the City received one (1) submission from Harold G. Elston, (please refer to **Appendix 01** for the submission opening details). Upon review and evaluation, it was determined that the proposal met all submission requirements, as outlined in the RFP. Therefore, is recommended to appoint Mr. Harold Elston as Integrity Commissioner for the City of Temiskaming Shores (please refer to **Appendix 02** for the draft by-law).

Mr. Elston is the sole proprietor and senior counsel at H.G. Elston, Barrister & Solicitor. He has been practicing municipal law in Ontario for over 33 years. From their main office in Collingwood, he regularly represents several local municipalities and has been appointed as the Integrity Commissioner by over 35 Councils. Mr. Elston has worked as a lawyer and been appointed as an Integrity Commissioner in many parts of Northeastern Ontario, from Temagami to Greenstone, and many places in between. From this experience, he has developed a good understanding of the issues facing municipalities in this part of the province.

The tender submission recommendations were reviewed at the Corporate Services Committee meeting held on December 15, 2021, and the following recommendation was adopted:

Recommendation CS-2021-066

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby recommends that Council consider entering into a 2-year agreement appointing Harold G Elston as the Integrity Commissioner.

CARRIED

Relevant Policy / Legislation / City By-Law

- Section 223.3 of the Municipal Act, 2001
- Procurement Policy for the City of Temiskaming Shores (By-law No. 2021-015)

Consultation / Communication

- Consultation with City Manager
- Presented to Corporate Services Committee

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 ☐

Mr. Harold Elston does not require a retainer fee, and has an hourly rate of \$400.00 per hour. Disbursements would include photocopying, meals or overnight accommodations, if required. Mileage is charged from his office in Collingwood at a rate of \$0.50 per kilometer.

An amount is budgeted under the Professional Services Account, to cover both legal and Integrity Commissioner Costs.

Alternatives

No alternative options are proposed for Council for consideration.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Logan Belanger
Municipal Clerk

Shelly Zubyck
Director of Corporate
Services

Christopher W. Oslund
City Manager

Document Title: **CS-RFP-002-2021-01 "Integrity Commissioner Services"**

Closing Date: **Friday, December 10, 2021**


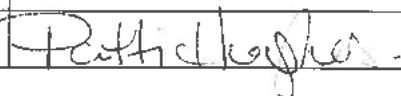
Closing Time: **2:00 p.m.**

Department: **Corporate Services**

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

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

City of Temiskaming Shores:

Logan Belanger, Clerk	Patti Hughes, Administrative Assistant	
		

Others (teleconference):

Harold Elston		
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Submission Pricing

Bidder: *Harold G. Elston*

Description	Amount
Annual Retainer	\$ 0.00
Hourly Rate	\$ 400.00

Bidder:

Description	Amount
Annual Retainer	\$
Hourly Rate	\$

Bidder:

Description	Amount
Annual Retainer	\$
Hourly Rate	\$

Bidder:

Description	Amount
Annual Retainer	\$
Hourly Rate	\$

Bidder:

Description	Amount
Annual Retainer	\$
Hourly Rate	\$

Bidder:

Description	Amount
Annual Retainer	\$
Hourly Rate	\$

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

Subject: Lease renewal – Haileybury Food Bank

Report No.: CS-049-2021

Agenda Date: December 21, 2021

Attachments

Appendix 1- Draft Lease Agreement (**Please refer to By-law No. 2021-187**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-049-2021; and
2. That Council directs staff to prepare the necessary By-law to renew the lease for the Haileybury Food Bank for a period of five (5) years, effective January 1, 2022, for the rental of space at 500 Broadway Street, at a rate of \$1.00/year, for consideration at the December 21, 2021 regular meeting.

Background

Since 2008, the Haileybury Food Bank has been leasing space in the former Public Works Administration Office on Broadway Street in Haileybury. The current lease agreement expires on December 31, 2021.

The Haileybury Food Bank has requested a 5-year renewal term for their lease.

Analysis

The Haileybury Food Bank, a volunteer driven organization, continues to provide numerous households in our community food.

The City will continue to pay heat and hydro for the building which are included with the Building Maintenance building next door.

The draft lease is attached as Appendix 1.

Consultation / Communication

- Consultation with the Corporate Services Committee

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 ☐

Alternatives

No alternatives were considered in the preparation of this report.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

Subject: Northern Ontario Mining Showcase
at PDAC 2022

Report No.: CS-050-2021

Agenda Date: December 21, 2021

Attachments

Appendix 01: Final Report from NOMS at the virtual PDAC 2021

Appendix 02: Draft Agreement (**Please refer to By-law No. 2021-188**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-050-2021; and
2. That Council directs staff to prepare the necessary By-law to enter into a funding agreement with the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Mining Showcase at the 2022 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 7 – 9, 2022, in the amount of \$695,000 for consideration at the December 21, 2021 regular meeting.

Background

The City has led the very successful Northern Ontario Mining Showcase at the PDAC conference for the past 7 years. The event is extremely successful garnering millions of dollars in new sales annually for Northern Ontario mining supply and service companies.

Over the past six years of the event companies have reported additional sales of over \$74 million and created almost 600 new jobs across Northern Ontario. With 10% of the attending businesses based in Timiskaming, it provides an estimate of the benefit to our own region.

In 2021, the event was held virtually due to the COVID-19 pandemic which was less successful for the suppliers that participated, however most were satisfied with the project. It was decided however that if the event were to be virtual again in 2022, we would not put on a full scale Northern Ontario Mining Showcase pavilion.

The Prospectors and Developers Association of Canada has announced that the 2022 conference will be held in person at the Metro Toronto Convention Centre from March 7 – 9. For this reason, we will be working with Fed Nor to coordinate the on-site event.

Analysis

This year's event will be in person and we expect that there will be once again 110 exhibitors within the pavilion. Registration is currently underway and plans are coming together for the pavilion which will look a little different this year in an effort to space out the exhibitor pods. There will be no stage or presentation space within the exhibit and most of the seating areas will be removed to eliminate people gathering in one place.

In addition, the product spotlight areas will not be used this year as they tend to draw a crowd to stay in one place and either listen or participate in some activity.

The Northern Ontario Night event is also planned to take place at Steam Whistle Brewery on Monday, March 7th. The entire venue has been booked so that we can more easily spread out the attendees through the various halls so that attendees are not all crowded into one room. This will increase costs, but staff are confident that additional sponsorships will be found to cover the expenses, and if not, we have a reserve fund for the event from past years.

Relevant Policy / Legislation / City By-Law

- 2021 Corporate Services Budget

Consultation / Communication

- Consultation with Fed Nor and City Treasurer throughout the project

Financial / Staffing Implications

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

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

The City's cash contribution to the project is \$2,000 toward the Northern Ontario Night as the lead of the project. All other expenses for Northern Ontario Night are covered by private sector sponsorships.

All costs for the Northern Ontario Mining Showcase are covered by Fed Nor and the private sector businesses who exhibit at the pavilion.

During the 2022 budget deliberation process, Council approved this amount within the Economic Development Budget.

Staff time from the Economic Development Officer will be required to ensure this project is successful. Although an event coordinator is hired as part of the project costs, municipal staff are required to manage and provide administration for the project.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

James Franks
Economic
Development Officer

Shelly Zubycck
Director of Corporate
Services

Christopher W. Oslund
City Manager

**NORTHERN ONTARIO
MINING SHOWCASE**

**SALON MINIER
DU NORD DE L'ONTARIO**

2021 Northern Ontario Mining Showcase at PDAC

Project Report

City of Temiskaming Shores

4/31/2021



Canada



1.0 Executive Summary

The seventh annual Northern Ontario Mining Showcase (NOMS) was held from Monday March 8 through Thursday March 11, 2021 as part of the Prospectors and Developers Association of Canada's (PDAC) 2021 virtual convention. With \$500,000 in funding support from FedNor and individual exhibitor contributions from participating companies in the amount of \$500 each, the virtual pavilion project was coordinated by the City of Temiskaming Shores. The showcase provided a unique opportunity to Northern Ontario Mining Supply and Service companies to promote their products and services to an international audience via an online platform.

Quick Facts

Event Name	2021 Northern Ontario Mining Showcase – <i>Virtual Edition</i>		
Date	March 8-11, 2021		
Location	www.PDAC.ca/virtual		
Pavilion Footprint	67 virtual booths		
Total # of PDAC Attendees	7,990		
Summary of Annual Growth	YEAR	SQ. FT.	# OF EXHIBITORS
	2015	5,800	55
	2016	7,600	72
	2017	9,600	90
	2018	9,600	100
	2019	13,200	110
	2020	13,200	110
	2021	n/a	67
Profile of NOMS 2021 Exhibitors	TOTAL # of NOMS Exhibitors- 67 Indigenous - 5 Women (Operated / Focused) – 6 Metis – 3 Under 30 - 2 Private Sector - 59 Not for Profit – 8		

Geographic Breakdown of NOMS 2019 Exhibitors	<ul style="list-style-type: none"> ○ Greater Sudbury - 31 ○ North Bay - 11 ○ Sault Ste-Marie - 3 ○ Temiskaming Shores – 7 ○ Thunder Bay - 4 ○ Timmins - 3 ○ Other - 8

The overall goal of the project has been to provide support to Northern Ontario SMEs within the mining sector in leveraging new business through identifying potential partners, opportunities and networks. The intent being to demonstrate firsthand that collectively Northern Ontario firms have the expertise, capacity and infrastructure to service the requirements of various small and large-scale mining projects. It is also important for prospective clients to understand the compatibility, synergies and “culture” between the manufacturing / supply sector of Northern Ontario and companies worldwide. This continues to enable business in the North to showcase their level of innovation and technology to the global marketplace thus resulting in an increased capacity to access new markets. In addition to providing exhibitors with an opportunity to promote their products and services to companies and jurisdictions from throughout the world, the Showcase also provides an ideal venue for partnership development between Northern firms.

2.0 About the Project

2.1 The 2021 Northern Ontario Mining Showcase Team

The project is led by The City of Temiskaming Shores who work together with FedNor staff to set the direction of the event and play a direct role in engaging Small and Medium Enterprises and organizations to participate as exhibitors. The City works with its network of partners throughout the north to promote the event prior to and on site to potential attendees to attract people and companies to the showcase. A third-party event coordinator manages logistics and helps promote the event to prospective exhibitors and attendees.

While the in-person NOMS event necessitates the support of several individuals, this was not required in 2021 due to the online delivery format.

2.1 Goals and Objectives

The overall goal of the Northern Ontario Mining Showcase (NOMS) project is to provide support to Northern Ontario Small and Medium Enterprises within the mining sector in leveraging new business through identifying potential partners, opportunities, and networks. The intent is to demonstrate firsthand that collectively Northern Ontario firms have the expertise, capacity and infrastructure to service the requirements of various small and large-scale projects. It is also important for prospective clients to understand the compatibility, synergies and “culture” between the manufacturing / supply sector of Northern Ontario and companies worldwide. This enables businesses in the North to showcase their level of innovation and technology to the global marketplace thus resulting in an increased capacity to access new markets. In addition to providing Small and Medium Enterprises with an opportunity to promote their products and services to companies and jurisdictions from throughout the world, the Showcase also provides an ideal venue for partnership development between Northern firms.

The online format also provided similar opportunities for interaction. It also resulted in enhancing the digital presence of several NOMS exhibitors through training and website improvements. This increased capacity will enable companies to interact with potential leads and prospects from around the world using digital applications. It also provided them with tools and knowledge related to online promotion. Given that travel has been practically non-existent and will continue to be limited for many months to come, the ability to connect virtually is critical to ongoing business activities.

The screenshot shows the homepage of the PDAC 2021 virtual event. The header features the PDAC logo, the dates "MARCH 8-11 2021", and the title "THE WORLD'S PREMIER MINERAL EXPLORATION & MINING CONVENTION". Below the header, there are three main sections: "Explore the virtual experience" with a welcome message, "PDAC Announcement" with a link to learn more, "Exhibits" with a list of featured exhibitors, and "Build Your Network" with a link to connect with attendees. On the right side, there is a "HELLO MARLA!" section with a snapshot of agenda highlights and meetings, including a "Daily opening remarks" event and a "Cutting Edge" event.

/virtual.ca/home-full/

PDAC **MARCH 8-11 2021** **THE WORLD'S PREMIER MINERAL EXPLORATION & MINING CONVENTION**

Explore the virtual experience
Welcome to PDAC 2021. We are excited for you to share in our iconic event in this new virtual setting. Please find some quick widgets below.

PDAC Announcement
Learn what features are still available post event.

Exhibits
Visit the Core Shack, Investors Exchange, Northern Ontario Mining Showcase, PDAC Central, Media Partners, Prospectors Tent, Trade Show and Sponsor exhibit halls.

Build Your Network
Connect with other like-minded attendees, attend sessions that align with your interests and visit exhibitors that match your selected criteria.

HELLO MARLA!
Here's a snap shot of agenda highlights and meetings.

THURSDAY, MARCH 11, 2021
11:00 AM US/Eastern

Daily opening remarks
11:00 AM - 11:05 AM US/Eastern
Daily remarks

Events

11:30 AM US/Eastern

Cutting Edge
SPONSORED BY: 8268d Corp.
11:30 AM - 12:20 PM US/Eastern
Cutting Edge

Technology & Innovation

Exhibitors consist of organizations and companies from Northern Ontario with emphasis being placed on primarily attracting private sector participants. A list with description and source community of participating exhibitors can be found in the NOMS directory (Appendices – 5.4).

[illegible]

2.4 Marketing and Promotion

Various tools and tactics were utilized to promote the event to recruit participants and attract attendees including direct contact and cold calls, e-mail blasts, social media and the NOMS website. Virtual presentations were also undertaken at various industry events such as the MineConnect 2020 Year in Review.

In addition to marketing efforts, the coordinator, City, and FedNor staff utilized their networks to get the word out prior to and during PDAC. During the show itself, the event was promoted to PDAC attendees via direct contact, direct messaging and social media. Participating exhibitors were provided with a media guide and a live training session which included details on the benefits of social media, how to use the various platforms to connect with clients, how to use the invitation templates provided as well as how to videos.

A custom Northern Ontario Mining Showcase video encouraging attendance was created for the PDAC virtual convention. This was shared via social media and uploaded to the NOMS virtual booth. The video was very popular and generated over 100,000 views.

Additionally, a firm specializing in programmatic targeted social media marketing was contracted to reach out to mining professionals throughout Canada and internationally. This resulted in NOMS messaging appearing on social feeds of mine operators, encouraging them to visit the Northern Ontario Mining Showcase and the businesses within it.

To promote participants, a bilingual event directory with exhibitor and partner listings was created. All exhibitors in the NOMS were also listed in the PDAC Program (see Appendices). A significant social media campaign promoting the NOMS and our exhibitors was undertaken prior to, during, and post event. Also, the directory was sent directly to each individual that visited the NOMS virtual booth post PDAC.

3.0 Summary of Findings

3.1 Measures & Key Performance Indicators

At the outset of the project, it was determined that the event would be deemed successful based on outcomes related to the following Key Performance Indicators (KPI).

Number and type of participants:

It has been reported that 7,990 people attended the PDAC virtual convention. While typically the event sees approximately 24,000 attendees, by all accounts, those that did participate provided quality leads to NOMS exhibitors. Analytics provided indicate that NOMS exhibitors saw over 8000 visits.

Number of businesses and company reps participating in the NOMS:

We were quite pleased to have surpassed our target number of exhibitors for the virtual version of the Northern Ontario Mining Showcase which had been set at a minimum of 50. Given the tight timelines, the registration process was simplified for 2021 with eligibility being automatically granted to past NOMS exhibitors and a two-step application for those that had not exhibited in a NOMS event in the past. The breakdown of eligible, non-eligible, registrations and cancellations is as follows:

Total Applicants – 72

Ineligible applicants (did not meet base criteria) – 2

Applications deemed ineligible after further review – 2

Decided not to participate post application -

Finalized Registrations – 68

Cancellations - 1

Increased Digital Capacity of Northern Ontario Mining Supply and Services Firms:

The online format resulted in enhancing the digital presence of several NOMS exhibitors through training and website improvements.

The project saw the complete redevelopment of 5 websites, including updated content, images, contact form and social media integration.

Trained over 50 businesses on social media techniques and tactics. Training session was recorded and will be included in the resources section of the NOMS website as a tool for businesses.

Ongoing / Long Term Return on Investment

Long term outcomes will be gauged over the coming months and years. All 2021 participants will be surveyed again based on the following KPI when registering for 2022.

- Number of businesses exporting or increasing export sales
- New markets accessed
- Increase in overall sales
- Physical expansion of business
- Number of jobs created and / or maintained
- Number of new partnerships and alliances created

- Number businesses offering, planning to offer or accessing value-added and/or knowledge-based products and services; and
- Number of collaborative projects undertaken and # of stakeholders involved.

While we do not have this information yet for the 2021 event, we can provide historical data. This chart will be updated prior to the 2022 event.

YEAR	TOTAL VALUE OF SALES GENERATED	JOBBS CREATED	NEW PARTNERSHIPS	SQ. FT.
2015	\$3,200,000.00	42	43	5,000
2016	\$7,000,000.00	66	133	7,600
2017	\$8,495,000.00	43	142	9,600
2018	\$30,600,000	179	158	9,600
2019	\$24,800,000.00	267	320	13,200
2020	\$12,799,000.00*	93	200	13,200
TOTAL	\$79,894,000	690	996	n/a

**reduced revenues are directly attributed to the advent of the Covid-19 pandemic which proliferated throughout the globe in the weeks following PDAC 2020*

3.2 Project Benefits & Outcomes

Overall, the project has been deemed a success with partners and exhibitors indicating that their participation generated valuable contacts. Listed below are the key benefits generated as a result of participating in the showcase:

- Networking with other showcase exhibitors to identify synergies with existing clients
- Networking with showcase visitors and attendees to generate leads and sales
- Networking with community partners to identify potential for partnership projects
- Networking with government representatives to build relationships and learn about programs available for expansion and innovation
- Listing in the PDAC Convention program
- Relationship building with existing clients (exhibitors and attendees)
- Information and learning opportunities provided via speaker series
- Enhanced promotion and awareness generated through social media program

One of the methods utilized to measure the success of the initiative included a post-event survey, the results of which have been summarized in section 3.3 Success Factors. NB: the comments have been transcribed verbatim from the actual survey responses.

3.3 Success Factors

The project was deemed a success overall. Surveys were completed by NOMS exhibitors to deem the level of value placed on their respective participation in the Showcase. These surveys include questions regarding value of showcase, quantity of leads and sales generated, likelihood of participating in future programs, value of contacts made, potential for business opportunities generated, etc. The results are outlined below:

Value of showcase to participants (satisfaction survey results)

How useful / valuable was this event to your business or organization?

Extremely useful / valuable	8.5%	Slightly useful / valuable	17%
Very useful / valuable	27%	Not at all useful / valuable	3.5%
Moderately useful / valuable	44%		

Approximately how many business leads did you generate as a result of this event?

1-5 useful leads / contacts	55%	21-40 useful leads / contacts	0%
6-10 useful leads / contacts	17%	41+ useful leads / contacts	0%
11-20 useful leads / contacts	3%	We did not generate any	25%

Do you anticipate an increase in your export activities as a result of your participation in the 2021 Northern Ontario Mining Showcase?

yes	37%	no	63%
-----	-----	----	-----

Did you or any of your company representatives take advantage of the PDAC Convention technical sessions and presentations?

yes	63%	no	37%
-----	-----	----	-----

How has your online presence increased or improved as a result of participating in the virtual event?

We have started using social media as a result of the event and training provided	5.08%
We used social media prior to the event but have significantly increased our presence as a result	28.81%
We have enhanced our website to better showcase our products and services	32.20%
We are now more familiar and comfortable using virtual meeting platforms such as Zoom	37.29%
No change - our digital presence was strong prior to the event	40.68%
No change - our digital presence was not strong prior to the event nor has it improved as a result	11.86%

3.3 Key Success Factors

Overall concept

Hosting a Northern Ontario mining exhibit as part of PDAC works very well. Having a captive audience provides a source of qualified attendees which ensures value for the exhibitors and partners. This also provides exhibitors and partners with an opportunity to visit the PDAC floor and attend client events thereby generating an additional benefit for their participation. While the virtual format did pose some challenges, it did provide excellent opportunities to share content and connect directly with target individuals. The platform was well developed with excellent matchmaking capabilities.

Communications

Communications were key to attracting positive attention. FedNor staff was engaged in the planning process from the outset which resulted in additional media coverage and the inclusion of the NOMS on several tours and partner programs /schedules. The enhanced social media program, which included content in both official languages, was hugely successful and beneficial to exhibitors and the NOMS. The assets developed as part of this program will be used throughout the year for ongoing promotion.



Two virtual press conferences relating to the Northern Ontario Mining Showcase at PDAC were hosted by FedNor. The first was to announce the funding and the second to announce the roster of exhibitors. Both events were well attended and resulted in media coverage.

Venue

Our relationship with PDAC has become quite strong. We understand the value that the event provides in terms of getting Northern Ontario business onto the world stage while PDAC understands the value in working with NOMs from both a financial and human resource perspective. Due to this relationship, PDAC provided the NOMS with a dedicated exhibit space on their virtual platform. They also enabled us to incorporate the NOMS brand within all of our exhibitor booths. This made it much easier to locate the showcase and our exhibitors. It also helped us to continue building brand recognition.

EXHIBITORS

Choose a category to explore. Visit the exhibitors and text or video chat with their representatives, review their materials, drop off your business card and more!

TRADE SHOW

Trade Show
Discover solutions that help push your business forward, book meetings with leading companies and chat with exhibit staff in the field.

358 Exhibitors

INVESTORS EXCHANGE

Investors Exchange
Interested in investing in the exploration industry? Discuss investment potential with the world's leading junior mining.

312 Exhibitors

CORE SHACK

Core Shack
Visit the core shack to review projects that are generating exciting new drilling results. In addition to core samplings.

33 Exhibitors

PROSPECTORS TENT

Prospectors Tent
Get back to the heart of the industry with a visit to the Prospectors Tent. Self-employed and independent prospectors will.

39 Exhibitors

SPONSOR HALL

Sponsors
Welcome to the Sponsor exhibit hall. Here you can explore our partner organizations, connect with representatives, learn about.

23 Exhibitors

MEDIA PARTNERS

Media Partners
Connect with media outlets from around the world. Discover industry-related publications featuring valuable content and.

29 Exhibitors

PDAC CENTRAL

PDAC Central
PDAC is here to help you have a positive virtual experience. PDAC Central hosts a variety of programs and services that deliver high-level.

7 Exhibitors

NORTHERN ONTARIO MINING SHOWCASE

Northern Ontario Mining Showcase
For the seventh year, the City of Temiskaming Shores with the support of FedNor welcomes you.

89 Exhibitors

Filter

Network

Filter by the following categories to find the exhibitors you're looking for.

Hiring

Products offered

Services offered

#studentfriendly

Country of exploration

Province/state of exploration

Commodity



Business type


Country

Clear Filters









Filter

In addition to exhibitors, there was a dedicated FedNor booth manned by FedNor staff. This was also of great value, seeing a steady stream of people inquiring about various funding programs to support their businesses. Of the attendees that opted in to sharing their contact info, a total of 36 individuals left their virtual business cards, and a total of 70 unique visitors came to the FedNor booth.



Representatives

	Sergey Babitskiy FedNor	>
	Ron Sagin FedNor	>
	Giuseppe Buoncore FedNor	>
	Denise Deschamps FedNor	>
	Aime Diniattio FedNor/Innovation, Science and Economic Development (ISED)	>
	Laura Korman FedNor	>
	Lucie Parnault FedNor	>
	Richard Pothier FedNor	>

Overview

Description

The Government of Canada's economic development organization for Northern Ontario. Organisme de développement économique du gouvernement du Canada pour le Nord de l'Ontario. FedNor invests in strategic initiatives led by businesses, communities and organizations, and works with a variety of stakeholders to create good jobs and a more prosperous and innovative future in Northern Ontario. FedNor investit dans des initiatives stratégiques dirigées par des entreprises, des collectivités et des organisations, et travaille avec divers intervenants pour créer de bons emplois et un avenir plus prospère et plus innovant dans le Nord de l'Ontario.

[Learn your business card](#)

Links

- [FedNor](#)
- [Northern Ontario Mining Showcase](#)
- [Invest in Canada](#)
- [Natural Resources Canada](#)
- [Community Futures Northeastern Ontario](#)
- [Community Futures Northwestern Ontario](#)
- [National Research Council](#)
- [Business Development Bank of Canada](#)
- [Innovation Initiatives North \(IIN\)](#)
- [NORCAT](#)
- [St. Lawrence Innovation Centre](#)
- [Northwestern Ontario Innovation Centre](#)
- [LINK North](#)
- [Invest Northern Ontario \(INOBC\)](#)
- [Manitowish SDC \(Abercrombie Mining Initiative\)](#)
- [Government of Ontario](#)

The Northern Ontario Mining Showcase also had a booth, providing a one stop spot to access information about the pavilion, our exhibitors, mining projects in Ontario and the City of Temiskaming Shores. Of the attendees that opted in to sharing their contact info, a total of 44 individuals left their virtual business cards, and a total of 155 unique visitors came to the NOMS booth.

NORTHERN ONTARIO MINING SHOWCASE

NORTHERN ONTARIO MINING SHOWCASE | SALON MINIER DU NORD DE L'ONTARIO

1 Active users live right now 479 Visitors

Open Speed In Users Close Testing Room

Description

The Northern Ontario Mining Showcase is an exhibition of the excellent mining supply and service companies from across Northern Ontario. The exhibit puts all of the companies within one exhibit to enable mining companies to find all of the services and products that they may need for their mine all in one stop. The Showcase enables small businesses to be seen in the international marketplace. This event is led by the City of Temiskaming Shores and generously supported by FedNor to recognize the unique potential that PDAC affords for the promotion of Northern Ontario and its businesses to the world. The Northern Ontario Mining Showcase provides a unique opportunity to showcase the knowledge, capacity, and innovative approaches that mining supply and service companies from our region can offer. Be sure to take the opportunity to chat, cultivate relationships, and generate business opportunities and leads with the 42 participating exhibitors. We also encourage you to learn more about our region and how its central location provides access to mining supply and service companies, directly supporting mines across Northwestern Ontario and Northwestern Quebec. The representatives within the booth space are the coordinators of the exhibit and can assist you to connect with specific products or services within the Showcase or assist you to find suitable locations within Northern Ontario to do business.

Aux entreprises, propriétaires, cadres dirigeants, digitales et invités spéciaux du monde entier : nous vous accueillons la bienvenue au Salon minier du Nord de l'Ontario 2020 - édition virtuelle! Cet événement est parrainé par la Ville de Temiskaming Shores et généreusement appuyé par FedNor afin de reconnaître la possibilité exceptionnelle que procure le congrès de l'ICPS pour promouvoir au plan mondial le Nord de l'Ontario et ses entreprises. Le Salon minier du Nord de l'Ontario donne l'occasion unique de mettre en valeur les connaissances, le savoir-faire et les approches innovatrices qu'apportent les compagnies d'approvisionnement et de services miniers de notre région. Nous vous encourageons à faire du réseautage, à cultiver des relations et à créer des débouchés commerciaux avec les 42 entreprises participantes. Nous vous encourageons également à en apprendre davantage sur notre région et sur la façon dont son emplacement central permet d'accéder aux

Representatives

	Dennis Frasca City of Temiskaming Shores	>
	Maria Tremblay Northern Ontario Mining Showcase	>
	Maria Tremblay Northern Ontario Mining Showcase	>

Planning Team & Onsite Support Staff

The planning team plays an instrumental role in ensuring that businesses are aware of the event and provided with the necessary information to register and participate. In addition, the team members have previous experience in hosting events at PDAC and therefore provide leadership and guidance. They also provide essential support at the event itself in addition to promoting the pavilion onsite.

Coordination



Contracting the services of an experienced event planner with significant sector knowledge and a large network in Northern Ontario is key to the success of the event. Given the timeline and the fact that planning team members have numerous portfolios and responsibilities, having the support of a coordinator to assist in organizing the event helps to ensure that things are kept on track. Markey Consulting has provided excellent service over the past seven years.

Partner Collaboration

MineConnect

Significant efforts are made to ensure collaboration between partner organizations to provide additional benefit to NOMS exhibitors and to cross promote initiatives. Examples include partnering with MineConnect to host a live session celebrating International Women's Day via presentations from female industry leaders on climate smart mining innovations.



FROSKR

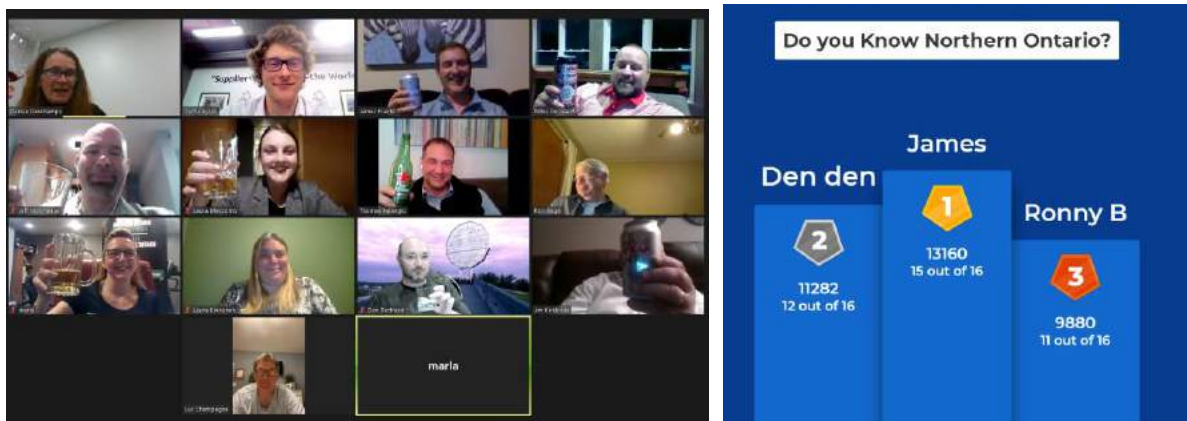
Virtual events limit the need for travel which results in a reduction in GHG emissions. To demonstrate this positive indicator, we engaged the services of Northern Ontario MSS firm FROSKR. The company supports clients in the mining sector with environmental sustainability and can calculate levels of GHG emissions as a result of travel. We provided them with data about the Northern Ontario Mining Showcase participants, including number of individuals and office locations which enabled them to determine that the total GHG emissions mitigation from travel and accommodations for 2021 NOMS participants were 81,176 kg CO₂e. The complete report can be found in the Appendices.

Website

As per the recommendations following the 2019 event, the northernontariomining.com website was revamped to incorporate sections geared not only to NOMS exhibitors, but also for attendees. The website is an excellent tool for promoting the event and serves as a one stop location for exhibitors to access information regarding registration and participation. The site highlights past successes and includes an FAQ, a downloadable exhibitor manual, an image gallery as well as stats and facts about the NOMS. The website also serves to collect information from companies looking to exhibit in future years thus creating a database of potential participants.

Complementary Events

Events that encourage networking outside of show hours are beneficial to exhibitors. We typically host various events during the in-person convention and opted to host a virtual edition of our traditional exhibitor and committee meet & greet. This event, held via Zoom, was informal, thus allowing participants to speak freely and share their thoughts on the virtual format of the event. We also included gamification, holding a fun trivia contest using questions relating to Northern Ontario.



NOMS Directory

The NOMS directory is our primary tool to share information about our exhibitors. This bilingual directory is a listing of all NOMS exhibitors and includes details such as links to their websites, a short description of their company along with icons identifying the subsectors in which they operate. Digital copies of the virtual directory can be found in the Appendices.

Enhanced Digital Media Program

The services of a professional digital marketing firm were contracted again in 2021. Given that the event was virtual this year, a significant emphasis was placed on social media as a means of promoting both the NOMS and our exhibitors. Engaging exhibitors in the process by providing them with a [digital media guide](#) listing our NOMS specific handles along with hashtags to include played a significant role in enhancing the NOMS social media presence. The NOMS social media channels are still active and will continue to be used as a means of recruiting exhibitors and showcasing past participants. For details on the effectiveness of this enhanced social media presence, see the full report in the Appendices.

4.0 Recommendations

Recommendations for 2021 (from 2020)

With the generous support of FedNor, the City of Temiskaming Shores will once again be hosting the Northern Ontario Mining Showcase at PDAC in 2022. Based on positive feedback in 2020, the layout and spacing of exhibitor kiosks as well as the opportunity for participants to apply for a select number of interactive exhibit spaces will be maintained. To ensure ongoing demand and maintain quality, the target number of participants will remain at a maximum of 110 exhibitors, focusing primarily on SMEs. The pavilion should also continue to offer a unique experience and atmosphere that draws people in and entices them to stay for an extended period.

To ensure the continuing success of the event, we anticipate incorporating the recommendations made for 2021:

- reserve an additional boardroom for impromptu meetings
- schedule show staff 30 minutes prior to show open (daily) to set up information desk and funders table
- have business card booklets at the information desk for each NOMS related contact (e.g. delegation lead) to collect business cards in one spot
- have more lapel mics vs. hand held for stage
- change the speaker set up (have them on outside corners facing in) and place them lower to the ground to improve sound and contain noise
- ensure AV system enables sound for videos being played on stage television
- revisit student program and international delegation program to determine value and approach
- provide 2 chairs per booth to avoid exhibitors taking them from the seating areas and other booths
- consider branded refillable bottles swag for exhibitors (promo + environmentally friendly)

5.0 Appendices

The following supporting documents can be found [here](#).

- PDAC 2021 Convention Program
- List of Exhibitors
- Exhibitor Directory
- FROSKR - Calculation of GHG Impact of Northern Ontario Mining Showcase 2021
- NOMS Digital Campaign Reports
- 2020 Infographic

Subject: Feast on the Farm Event

Report No.: CS-051-2021

Agenda Date: December 21, 2021

Attachments

Appendix 01: Agreement with the Culinary Tourism Alliance (**Please refer to By-law No. 2021-189**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-051-2021; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with the Culinary Tourism Alliance and Destination Northern Ontario to host a Feast on the Farm event in Fall 2022, for consideration at the December 21, 2021 Regular Council meeting.

Background

The City partnered with the Culinary Tourism Alliance in 2018 to develop the community's first culinary tourism strategy. In 2019, we partnered with them again in a two year project to develop culinary experiences around the region as an enhancement to the Lake Temiskaming Tour project.

Fifteen new culinary experiences were developed during the middle of the pandemic and all that participated in the project advised that the training and enhanced marketing program helped them to weather the closures and slowdowns that came with the pandemic.

Analysis

In 2022, we plan to partner with the Culinary Tourism Alliance (CTA) again as they will be promoting Feast on the Farm events across Ontario and Temiskaming Shores has been invited to be the lead for an event in our region. This is quite an honour and is telling of the relationship that has been built between the City and the national organization.

As the costs to participate in the program are reasonably significant, staff has partnered with Destination Northern Ontario (DNO) to cover 50% of the costs of the program in this area. It is a great tourism partnership as DNO wishes to bring more tourists to Northern Ontario and culinary tourism is a popular current trend.

The project will consist of local restaurants and producers visiting a local farm to enjoy a meal made from local products and participate in some training to better understand the value of using local foods in their businesses. The second day will be an event open to the general public where they get to enjoy the locally sourced meal produced by a local chef.

A date for the event has not yet been finalized, but we are required to confirm our participation with CTA prior to the end of this year so that they can determine where and when the events will take place in 2022. City staff will work with NOFIA and other local food groups to create a steering committee for the event and prepare plans to ensure that our event is recognized by CTA as the best in Ontario.

This project is a great marketing opportunity for the City to get provincial recognition, not only for our great tourism products, but also for the agri-food products within our region that are second to none within Northern Ontario.

Relevant Policy / Legislation / City By-Law

- 2021 Corporate Services Budget

Consultation / Communication

- Consultation with Destination Northern Ontario and other local foods stakeholders throughout the project

Financial / Staffing Implications

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

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

The City's cash contribution to the project is \$7,500 as the project lead. It is anticipated that we will be able to access funds from other local partners to both decrease the City's contribution, but also to further enhance the event to ensure that it is recognized as being the best in the Province.

Council approved the Economic Development Budget and the funds to complete this project are available within the existing tourism marketing budget for 2022.

Staff time from the Economic Development Officer will be required to ensure this project is successful. With the partnership with DNO, they will take on much of the administrative portion of this project.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

James Franks
Economic
Development Officer

Shelly Zubych
Director of Corporate
Services

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Steve Burnett, Manager of Environmental Services
Date: December 21, 2021
Subject: Water and Sewer Rates

Mayor and Council:

At the Special Meeting of Council held on May 4, 2021, Council was presented Administrative Report No. CS-021-2021 – Water/Sewer Rates resulting in the following Resolution:

Resolution No. 2021-210

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-021-2021; and

That Council approves the following water/sewer rate methods across the municipality:

- *Multi Unit Properties: full residential water/sewer rate per unit;*
- *Hotels: applicable Commercial water/sewer rate times the number of rooms times 35%*
- *Day cares: charged on a per student/staff rate; and*

That Council directs staff to prepare the necessary by-law to implement the new rate methods in future water/sewer rate by-laws effective January 1, 2022.

Carried

At the same meeting, Council approved entering into an agreement with Neptune Technology Group for the supply and installation of approximately 57 water meters within the Industrial, Commercial and Institutional (ICI) sectors. Council also directed staff to host a stakeholder meeting for those establishments affected. This meeting took place on June 9, 2021. The main takeaway from the meeting was to have Council consider the installation of water meters in all ICI establishments including multi -residential properties.

Most recently Council approved a capital project for the installation of water meters in the remaining ICI establishments as well as multi-residential properties with 3 or more units, through the 2022 Budget process.

Multi-residential establishments, hotels and daycares as outlined above are included in the 2022 project thus will be part of the water meter program effective January 1, 2023. To avoid multiple changes to how these establishments are charged for water and sewer, it is staff's recommendation Council consider rescinding Resolution No. 2021-210.

This topic was discussed at the Public Works Committee Meeting held on December 15, 2021 resulting in the following recommendation:

Recommendation PW-2021-066

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby recommends that Council consider rescinding Resolution No. 2021-210 Water Sewer Rates.

CARRIED

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Christopher W. Oslund
City Manager

Subject: Grant Drive Extension – Finalization of Design **Report No.:** PW-026-2021

Agenda Date: December 21, 2021

Attachments

- Appendix 01:** EXP Proposal
Appendix 02: Single Source Justification
Appendix 03: Draft Agreement (**Please refer to By-law No. 2021-190**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-026-2021; and
2. That as outlined in By-law No. 2017-015, *Procurement Policy, Section 10*, Council approves to waive the tendering procedure and directs Staff to prepare the necessary By-law to enter into an agreement with EXP Services Inc for the finalization of design, tender preparation and Contract Administration for the municipal portion of the Grant Drive Extension at a cost of \$ 34,350.00, plus applicable taxes, for consideration at the December 21, 2021 Regular Council meeting.

Background

The Extension of Grant Drive will connect to Highway 65E and provide a means to reduce traffic congestion as a result of the new and current developments in the area. It will also promote any future developments that may occur. To provide a proper connection to Highway 65E, turning lanes are required.

Staff have met with the Ministry of Transportation (MTO) on many occasions to discuss this project. As a result, MTO has committed to cover 100% of the design costs as well as 50% of the construction costs associated with the turning lanes (cost sharing agreement pending). The city would be responsible to cover 100% of design and construction costs associated with the extension to Highway 65E.

Currently, MTO's engineer (DM Wills) is on track to have the turning lanes design completed by the Spring of 2022.

At the Regular Council Meeting held on July 13, 2021 Memo No. 013-2021-PW was presented to Council resulting in the following Resolution:

Resolution No. 2021-298

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 013-2021-PW;

That Council hereby supports the cost sharing proposal between the City of Temiskaming Shores and the Ministry of Transportation for the design and construction of turning lanes onto the Grant Drive extension; and

That Council directs staff to include the construction of the Grant Drive Extension, estimated at \$1,315,500 plus the 50% cost of the turning lane construction, within the 2022 Capital Budget.

Carried

Analysis

To align with the timeline for finalization of design identified by DM Wills for the turning lanes on Highway 65E, staff reached out to EXP to provide a proposal for the finalization of design, tender preparation and contract administration for the municipal portion of the Grant Drive Extension. EXP has completed preliminary design work on this project in conjunction with their work associated with the linking of the New Liskeard and Dymond water systems. This proposal was received and reviewed by staff.

At the Special Council Meeting held on December 14, 2021, the Grant Drive Extension Capital Project in the amount of \$ 1,600,000.00 was presented and considered through the 2022 budget deliberation process.

As a result, it is recommended that Council directs staff to enter into an agreement with EXP for the finalization of design, tender preparation and contract administration for the Grant Drive Extension Project.

Appendix 01 outlines the EXP proposal.

Appendix 02 outlines the single source justification.

Appendix 03 outlines the draft agreement with EXP

Relevant Policy / Legislation / City By-Law

- By-Law No. 2017-015, Procurement Policy.

Consultation / Communication

- Consultations with MTO/DM Wills
- Consultation with City Manager
- December 14th 2021 – Special Meeting of Council (2022 Budget)

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 ☐

As described above, the Grant Drive Extension Project in the amount of \$ 1,600,000.00 was presented to Council through the 2022 budget deliberation process. Sufficient funds are available within the budgeted amount.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Christopher W. Oslund
City Manager



December 3rd, 2021

City of Temiskaming Shores
325 Farr Drive
Haileybury of Temiskaming Shores
P0J1K0

Attention: Steve Burnett, Manager of Environmental Services

Re: Grant Drive Extension

EXP Services Inc. (EXP) appreciates the opportunity to submit this proposal for the above-referenced project.

Background

It is our understanding that you have requested a quotation for the design of Grant Drive from Wilson Avenue to Highway 65.

Project Scope and Deliverables

Based on the project's background EXP's scope for this project will include the following:

- Detail design of finalized roadway and drainage.
- Preparation of design drawings, details, and typical sections.
- Preparation of contract specifications.
- Preparation of tender documents.
- Contract administration and inspection.

Drainage and Hydrology

The Drainage and Hydrology component of the project will include a detailed review of all relevant background information, site investigation to document existing drainage infrastructure, liaison with the City field staff and external agencies, and preparation of catchment area drawings. EXP will design erosion protection for ditching at inlets and outlets of culvert, if necessary.



Road Design

The road design will begin with preliminary drawings based on the topographic survey. The plan will show the existing utilities, surface and subsurface infrastructure, and the geometrics of the roadway. With this information, horizontal and vertical alignments can be established.

The granular thickness for the proposed road reconstruction will be determined based on the geotechnical investigation results and traffic requirements. This thickness, as well as the proposed grades, will be shown on a typical cross-section diagram to be included in the contract drawings.

Contract Drawings

This phase of the work involves preparing detailed drawings and specifications within the framework established during the preliminary design. Throughout this phase, project control will be maintained by close communication with the Project Team and the City.

EXP will prepare detailed construction drawings in AutoCAD Civil 3D format. Standardize plan sizes and scales in consultation with City design standards. These drawings will show plan and profile, augmented with cross-sections and detailed drawings as required.

Plans and profiles will be drawn to a horizontal scale of 1:500 and a vertical scale of 1:100, subject to the requirements of the City. The north point will be shown on each plan, together with the names of streets, lot numbers and frontage dimensions obtained from existing City plans.

Design details of standard unit so construction, such as maintenance holes and pipe bedding, will be presented on standard drawings at appropriate scales. Plans will show the locations of all known existing utilities both underground and on the surface, all existing topographical features, including embankments, buildings, mature trees, entrances, signs, fences, etc. in proximity to the work.

Profiles will show the existing and finished surface profile, the approximate location and elevation of known existing utilities that will be intersected by the new work, and any available soils information.

A general plan will be prepared depicting a summary of all proposed facilities and services at an appropriate scale. A location plan at an appropriate scale will be provided, showing the geographic location for the project.

The manner of presentation of the work in the plan form, the rendering of detail in line diagrams, the dimensioning and lettering and all other drafting work will be carried out in a professional and skilled manner, to ensure that the work is presented in an orderly fashion, the facilities and structures are shown in recognizable manner, and that the wording on the plans is simple and concise, grammatically correct, and completely legible.



Technical Specifications

EXP will prepare Technical Specifications (detailed design justification and calculation reports, construction drawings, etc.) for the construction of proposed works as follows:

- Miscellaneous quantity calculations and take-offs for each item.
- Compilation of Summary Quantity Sheets.
- Preparation of a tender item list with Special Provision references.
- Assemble Tender Form, Contract Special Provisions and Contract Item Specific Special Provisions.
- Prepare a 90% complete cost estimate.

A pre-tender review of the contract package would be held with the City at this stage followed by updating the drawings and specifications with any recommendations.

Tender Assistance

EXP will prepare Tender Documents in accordance with procurement procedures to hire contractors for execution of the work. In addition, we will ensure that required approvals are in place prior to tendering and that all contract documents are complete and contain sufficient detail necessary for the construction of the works. One (1) set of contract documents (drawings and specifications) would be provided to the City for information/reference purposes during tendering process.

During Tendering, we will coordinate the publication of the call

for tenders and the issuing of all tender documents. During the tendering period, we will respond, in writing, to all questions and requests for information. If, because of questions or other circumstances, we realize a need for changes to the tender, an addendum will be issued to all bidders.

Following the closing of tenders, EXP will complete a bid comparison and review of all tenders, submitting a final tender recommendation to the City.

EXP will prepare three (3) sets of contract documents with Agreement, for Contractor / City execution after contract award.

Contract Administration

General

During construction, Project Management shall consist of contractor design interpretation, composition of Contract Change Orders, checking and processing of the contractor's monthly progress draw, preparing status reports and liaison with the Contractor and City.

EXP will prepare the final invoice of construction costs and make recommendation on the release of the Construction Lien and Maintenance Holdback.

Programing Scheduling and Permitting

The key professional staff of the engineering consulting team will interpret all drawings and specifications as may be required to ensure compliance of all provisions of the contract documents by the construction Contractor. EXP will work with the Project Team and the construction Contractor in matters relating to permits, licenses, right-of-way, and similar matters, which are required by the City. EXP will review the



contractor's schedule at the beginning of construction, and every two weeks thereafter. We will also identify any scheduling issues, advise the City, and establish corrective measures with the contractor if required.

Reports and records

EXP will co-ordinate submission, review and record keeping of shop drawing submissions by the Contractor. EXP will also respond to requests for clarification by the Contractor through consultation with the City and issuing of Instruction Notice to Contractor to address each issue raised. The Project Manager will attend to, and report on, public complaints concerning execution of the works.

Site Records Contract Document Modification

EXP will maintain, as appropriate, at the site and/or at the office, record copies of contracts, engineering drawings, vendor catalogues and drawings, codes and standards, survey records, work measurements, test logs, samples, revisions, change order information, and related documents, and will distribute them as required. EXP will revise contract drawings as needed to ensure compliance with the contract documents. The Project Manager will revise contract specifications when necessary for the proper guidance and coordination of selected materials and equipment conforming to the contract documents.

Construction Inspection

Field Supervision

EXP will ensure that the contractor has all required approvals prior to commencing construction and will confirm that all permanent works are constructed according to the approved design and specifications. EXP will issue "approval to proceed" memoranda based on approval of the construction contractors' proposals for the construction of each item of the works. EXP will have the right to reject works that are not, or cannot be made, acceptable. EXP will confirm and approve the construction Contractors' proposals for temporary works and construction methods.

The key professional staff of the engineering consulting team will assist the Contractor in developing alternative methods to overcome unforeseen obstacles to the performance or progress. The field inspector will carry out site inspection to verify that the construction works are in accordance with the drawings, contract documents and specifications. Areas of non-compliance with the Contract will be identified, including maintenance of a "live" deficiency list and EXP will then notify the City and Contractor through Instruction Notices as to corrective measures required.

Manage Quality Control

EXP will verify that the Contractor maintains adequate numbers of professionally and technically qualified staff, to execute the works in a proper manner. EXP will ensure all QC/QA samples are properly taken and that test results are entered into EXP forms, evaluated, and submitted to client.

Field Meetings

The Project Manager / Supervising staff will attend bi-weekly site meetings with the Contractor to review progress of the works, construction scheduling, difficulties encountered, and any other matters affecting project construction. As required, EXP will propose solutions to overcome construction issues and present the solutions to the City for approval.



Managing Change Orders

EXP will liaise with the design team as required to identify upcoming issues and review any requested changes to the design. EXP will carry out additional investigations and additional surveys, including revision of contract designs or provision of design changes, if it is deemed necessary during the construction. The contractor will be instructed to carry out the work identified on the revised design provided that the basic intent of the approved detail design is not altered, and the overall contract cost is not impacted. If EXP proposes a design change that alters the design parameter and/or overall contract cost, EXP will present for the approval of the City, any changes to the contract documents that we believe are in the best interest of the City. EXP will, provide the necessary information on any effects the changes may have on contract costs and time, and prepare all necessary change orders including alteration of plans, specifications, and other details for the approval of the City.

Daily Diaries

EXP will keep daily records of the progress of works at the construction site as well as record all issues on site (using photographs, notes, sketches) which affect the project schedule caused by changes in project scope.

Exclusions

The following work is excluded from this fee proposal:

- Any work not identified in the Project Scope and Deliverables.
- Contract Administration/ Inspection.

Schedule

It is anticipated that design will begin within two weeks of signed work authorization.



Professional Fees

Our Lump Sum fee to complete the above scope of work will be **\$34,350.00 (Excluding H.S.T.)**

Description of Tasks	Total Project Costs
Project Management	\$1,470.00
Finalization of Detailed Design	\$10,315.00
Assistance with Tender	\$985.00
Contract Administration and Inspection	\$21,580.00
Total (Excluding HST)	\$34,350.00

Should additional services be required beyond the Project Scope, additional fees will be charged on a time and expense basis according to the following rate schedule:

Senior Engineer	\$180/hr
Project Manager	\$115/hr
Computations/Drafting (Technician)	\$65/hr
Survey Crew	\$150/hr
Expenses (Accommodations, Travel)	At Cost
Meals	\$60/day
Mileage	\$0.69/km

Yours truly,

EXP Services INC.

Bradley Gilbert, A.Sc.T., rcsi
Project Manager

Attach:

Work Authorization
Cost Estimate and Time Allotment Matrix



EXP Services Inc.
310 Whitewood Ave West, PO Box 1208
New Liskeard, ON P0J 1P0

Telephone: 705-647-4311
Facsimile: 705-647-3111

Client Name: ("CLIENT")	City of Temiskaming Shores		
Address:	325 Farr Drive		
Attention:	Steve Burnett		
Contact Email:	sburnett@temiskamingshores.ca	Project Number:	To be determined
Contact Phone:	705-672-3363 x4132	Contact Fax:	705-672-3200
EXP Services Inc. ("CONSULTANT") is authorized to provide services at:			
Project Name:	Grant Drive Extension		
Project Location:	Temiskaming Shores, Ontario		
The services to be performed are limited to: Scope of Services provided in the attached Quotation Letter dated November 30, 2021			
Project Manager:	Brad Gilbert, A.Sc.T, rcsi, Project Manager		
Charges for the services: \$ 34,350.00 (Excluding H.S.T) As per Attached Quotation Letter dated December 3rd, 2021			
Report Distribution:	Steve Burnett, Manager of Environmental Services		
Please return one signed copy of this work authorization as confirmation of your requirement and as your authorization for EXP to proceed.			
TERMS AND CONDITIONS			
Services to be provided in accordance with the Terms and Conditions attached. CLIENT'S signature below indicates acceptance of the attached Terms and Conditions.			
EXP SERVICES INC.		City of Temiskaming Shores	
<i>Signature:</i> _____ <i>I have the authority to bind the company</i>		<i>Signature:</i> _____	
<i>Print Name:</i> _____		<i>Print Name:</i> _____	
<i>Date:</i> _____		<i>Date:</i> _____	

WORK AUTHORIZATION

The CLIENT acknowledges and agrees that EXP may, at its sole discretion, hold back issuance of final reports or other deliverables until payment of all past due amounts has been received.



TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED.** The signing of the Work Authorization form attached to these Terms and Conditions, which together with CONSULTANT's proposal shall collectively be referred to as the Agreement, will serve as written authorization for CONSULTANT to proceed with the services called for in this Agreement.
2. **EXTENT OF AGREEMENT.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement between CONSULTANT and CLIENT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both CLIENT and CONSULTANT.
3. **CHANGES.** Work beyond the scope of Services or redoing any part of the Services through no fault of CONSULTANT, shall constitute extra work and shall be paid for on a time and material basis in addition to any other payment provided for in this Agreement. In the event, CONSULTANT's work is interrupted due to delays other than delays caused by CONSULTANT, CONSULTANT shall be compensated based on CONSULTANT's current Fee Schedule for the additional labour or other charges associated with maintaining its work force for CLIENT's benefit during the delay, or at the option of the CLIENT, for charges incurred by CONSULTANT for demobilization and subsequent remobilization. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by CONSULTANT at the commencement of this Agreement, CONSULTANT shall notify CLIENT in writing of the newly discovered conditions or circumstances and the impact on the Agreement. CLIENT and CONSULTANT agree to negotiate in good faith any changes to the price, terms and conditions, or schedule of this Agreement. Written notice of changes will be provided by CONSULTANT to the CLIENT by Change Order for the CLIENT's approval.
4. **PAYMENT.** CONSULTANT shall invoice CLIENT periodically for the services performed under this Agreement, including laboratory services, if required. Compensation for such services shall be in accordance with CONSULTANT's current Fee Schedule or the terms of the proposal, which do not include applicable taxes. CLIENT shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month (18% per year) from the date of billing until paid. The invoice amounts shall be presumed to be correct unless CLIENT notifies CONSULTANT in writing within fourteen (14) days of receipt. Progress billings, when paid, represent acceptance by CLIENT of the invoiced services performed by CONSULTANT. The CLIENT agrees to pay legal fees and costs necessary to collect on past due accounts. If CLIENT fails to pay an invoice when due, CONSULTANT may suspend all services until such invoice is paid in full.
5. **PERMITS, UTILITIES AND ACCESS.** Unless otherwise provided, the CLIENT shall apply for and obtain all required permits and licenses. The CLIENT warrants that it has made all necessary arrangements for right to entry to provide CONSULTANT access to the site for all equipment and personnel at no charge to CONSULTANT. The CLIENT shall also provide CONSULTANT with the location of all underground utilities and structures in the vicinity of the work area, unless otherwise agreed in writing. While CONSULTANT will take all reasonable precautions to minimize any damage to the property, the CLIENT agrees to hold CONSULTANT harmless for any damages to any underground subsurface structures or any damage required for right of entry.
6. **COST ESTIMATES.** If CONSULTANT provides an estimate of probable costs or a budget for the Work that is developed by CONSULTANT during the performance of the Scope of Services, the CLIENT hereby acknowledges that neither CONSULTANT nor CLIENT has control over other professional fees, land development, or other costs related to the entire Project. Therefore CONSULTANT does not warrant or represent the Project costs will not vary from the Project Budget. Neither CONSULTANT nor the CLIENT has control over the cost of labour, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. CONSULTANT therefore does not warrant or represent that bids or negotiated prices will not vary from the estimate of probable construction cost.
7. **DISPUTES.** Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each Party, 2) by executive management of each Party, 3) by mediation, 4) by arbitration if both Parties agree or 5) through the court system in the Province of Ontario.
8. **STANDARD OF CARE.** CONSULTANT shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends a warranty or guarantee, express or implied.
9. **INDEMNITY.** Notwithstanding any other provision of this Agreement, the CLIENT agrees to indemnify, defend and hold harmless CONSULTANT, its officers, directors, employees and subconsultants (collectively "CONSULTANT") against all damages, liabilities or costs including reasonable legal fees and defense costs arising out of or in any way connected with this Project or the performance of the services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by CONSULTANT.
10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages from any cause in any way related to the project or the Agreement, shall not exceed the fees paid to the CONSULTANT. CONSULTANT shall not be liable for any incidental, indirect or consequential damages

arising out of or connected in any way to the Project or this Agreement. CLIENT and CONSULTANT agree that any legal actions arising directly or indirectly from this Agreement and/or CONSULTANT's performance of the Services shall be filed no later than two years from the date the Services have been performed.

11. **RESPONSIBILITY.** CONSULTANT is not responsible for the completion or quality of work that is dependent upon information provided by or services performed by the CLIENT or third parties not under the direct control of CONSULTANT. CONSULTANT is not responsible for the acts or omissions or for any damages resulting from the actions of such parties. CONSULTANT does not assert control or assume responsibility for a Contractor not retained directly by CONSULTANT or over a CLIENT's employees, work site, work methods or property.
12. **OWNERSHIP AND CONFIDENTIALITY.** Unless otherwise agreed to by the parties in writing, all documents (including reports, drawings and specifications, and electronic or digital copies) required to be prepared by or on behalf of CONSULTANT in connection with the Services will become the property of the CLIENT upon full and final payment of the Compensation. The copyright and all intellectual property in the documents and designs shall be retained by CONSULTANT. CONSULTANT hereby grants to CLIENT a non-exclusive right and royalty-free license to use, disclose and reproduce the documents solely for the purpose of the project. CLIENT will not distribute or convey CONSULTANT's reports or recommendations to any person or organization other than those identified in the project description without CONSULTANT's written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify, protect and hold harmless CONSULTANT from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. Information provided by either party with respect to the project's design, supplies, management, costs, description or other pertinent information are confidential. The parties agree not to disclose such information to third parties unless necessary to the project's execution or already a matter of public knowledge.
13. **FIELD REPRESENTATION.** The presence of CONSULTANT's or its subcontractors' field personnel, may be required for the purpose of providing project administration, assessment, observation and/or field testing. Should a contractor(s) not retained by CONSULTANT be involved in the project, CLIENT will advise such contractor(s) that CONSULTANT's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. CLIENT will also inform contractor that the presence of CONSULTANT's field representative for project administration, assessment, observation or testing, will not relieve the Contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If a contractor is involved on the project, CLIENT agrees CONSULTANT shall not be responsible for working conditions on the job site including the safety and security of persons or property.
14. **ENVIRONMENTAL CONDITIONS.** CLIENT shall have responsibility and liability for the environmental conditions on the site. Without limiting the generality of the foregoing, CONSULTANT shall have no liability to the CLIENT or any third party for Mould Related Claims, contaminants, or any other hazardous, dangerous or toxic substance. For the purposes of this section, Mould Related Claims means any claim arising out of or resulting from the actual, alleged or threatened existence, effects, ingestion, inhalation, abatement, testing, monitoring, remediation, enclosure, decontamination, repair, removal or the actual or alleged failure to detect Mould, Mildew or other Fungus in any form. Mould, Mildew, or other Fungus means any plant-like group that does not produce chlorophyll and derives food either by decomposing organic matter from dead plants and animals or by parasitic attachment to living organisms or any substance specifically or commonly referred to as mould, mildew, or fungus, and includes any and all mycotoxins, spores, scents, or other byproducts that are produced by the above-described groups or substances. CLIENT shall be responsible for and promptly pay for the removal and lawful disposal of Mould, Mildew, or other Fungus, contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the site shall result in the issuance of a Change Order to the extent that the services of CONSULTANT are impacted.
15. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of termination, CLIENT shall pay for all charges for work performed and demobilization by CONSULTANT. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
16. **SOLICITATION.** Neither Party will, directly or indirectly, for a period of two years from the expiration date of this Agreement, solicit for employment or any other engagement the services of any person who is now employed by the other Party or any affiliate, except in the course of general recruitment efforts.
17. **ASSIGNMENT.** Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other.
18. **GOVERNING LAW.** This Agreement is governed by the laws of the Province of Ontario.

Cost Estimate and Time Allotment Matrix

Project: Grant Drive Extension (Wilson Ave to Hwy 65)
Client: City of Temiskaming Shores
Date: December 3, 2021



Engineering	Nolan Dombroski		Brad Gilbert		Terry Pascoe		Chad Chenette		Eric Leveille		Michael Boyce		Admin. Ass't.					
DESCRIPTION of TASKS	Senior Engineer P.Eng \$180		Project Manager A.Sc.T. \$115		Civil Designer B.Eng \$90		Civil E.I.T. E.I.T. \$90		CAD Tech C.Tech \$65		Inspector CET \$80		Admin. Ass't. \$75		Disbursements		TOTAL PROJECT COSTS	
	Hours Estimate Actual		Hours Estimate Actual		Hours Estimate Actual		Hours Estimate Actual		Hours Estimate Actual		Hours Estimate Actual		Hours Estimate Actual		Estimate Actual		Labour Estimate	Labour + Disb.
1.0 Project Management																		
Project Start-Up	1		1										1				\$ 370	\$ 370
Start-Up Meeting/Obtain Background Information/Site Visit			2				2										\$ 410	\$ 410
Project Administration			6														\$ 690	\$ 690
2.0 Finalization of Detailed Design																		
Design Road Alignments					4		5										\$ 810	\$ 810
Corridor Modelling of Road Reconstruction (Road Design)					6		20										\$ 2,340	\$ 2,340
Prepare New Construction/Removals Drawings			1		4		10		20								\$ 2,675	\$ 2,675
Prepare Typical Sections and Details			1		2		3		8								\$ 1,085	\$ 1,085
Identify Contract Items and Quantities					2		2		4								\$ 620	\$ 620
Prepare Contract Specifications					4		10		15				2				\$ 2,385	\$ 2,385
Issue 90% Drawings for Review			1				1		3								\$ 400	\$ 400
3.0 Assistance with Tender																		
Tender Package Preparation							2						1				\$ 255	\$ 255
Tendering Assistance			1				1										\$ 205	\$ 205
Respond to Bidders Inquiries during Tender Period & Issue Addenda			1				2										\$ 295	\$ 295
Attend tender Opening and Prepare Tender Recommendation Report			2														\$ 230	\$ 230
4.0 Contract Administration and Inspection																	\$ -	
Contract Administration	1		20										3				\$ 2,705	\$ 2,705
Contract Inspection											220						\$ 17,600	\$ 17,600
As-Built Drawings									10								\$ 650	\$ 650
Quality Assurance Report											5		3				\$ 625	\$ 625
	2		36		22		58		60		225					\$ -	\$ 11,785.00	\$34,350.00
Total price (Excluding H.S.T.)																	\$34,350.00	

Single / sole Source Justification

Attach this completed form to requisitions when competitive bids are not solicited.

Requested Single/Sole Source Supplier:

Company Name: EXP Services Inc.

Contact Name: Bradley Gilbert

Address: 310 Whitewood Ave

City: New Liskeard Prov: ON Postal Code: P0J 1P0

Phone Number: 705-647-4311 E-mail: Brad Gilbert <Bradley.Gilbert@exp.com>

<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Single Source	<input type="checkbox"/> No Substitute
(No other known source or the only source meeting specification requirements)	(Only the designated Supplier is acceptable, others may exist)	(Specified item is required due to uniqueness, research continuity, etc.)

**Description of
Product or Service:**

Finalization of design, tender preparation and contract administration for the Grant Drive Extension Project.

Estimated Cost: \$

\$ 34,350.00.00

Complete the following checklist:

A specific contractor is the only source of the required item because (check all that apply):

The required items are **proprietary to the Contractor**

A specific item is needed:

To be compatible or interchangeable with existing hardware;

As spare or replacement hardware;

For the repair or modification of existing hardware, or

For technical evaluation or test.

There is a **substantial technical risk** in contracting with any other contractor (e.g. only one contractor has been successful to date in implementing a difficult manufacturing process.)

X For support services effort, there is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor's performance (e.g. the chances of another firm winning a competition are clearly remote).

Explain why the recommended company is the only company that can meet the requirement. Address the following: Are there any other companies who can do this job? What condition exists so that the recommended company has a significant advantage over any other company who can do this job?

It is important to sufficiently address the key reason for awarding an order without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

EXP Services has worked closely with City staff on providing cost estimates for the Grant Drive Extension Project.

In addition, through the linking of the New Liskeard and Dymond Water Systems project that was completed in 2016, some design of the Grant Drive Extension has already been completed by EXP resulting in cost savings for the city.

Requested by: Steve Burnett
Department Head Date

Reviewed by: _____
City Manager Date

Endorsed by: _____
Council Date

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: December 21, 2021
Subject: Recreation Department Fee Schedule 2022-2024
Attachments: Appendix 01 - Proposed 2022-2024 Fee Schedule
Appendix 02 – Draft By-law (**Please refer to By-law No. 2021-191**)

Mayor and Council:

Council approved the 2022-2024 Recreation Fee Schedule at the Regular Meeting of Council on November 2, 2021.

Staff have been diligently updating rates across our systems since it was approved by council.

In the process of these updates, it was noted that fees for use of the arena floor surfaces were not included in the previous fee schedule ending in 2019 and was not included in the recently approved fee schedule for 2022-2024.

Additionally, staff discovered that in the process of determining fees for aquatic programs, there was a transcription issue which caused the arthritic program fees to change out of line with other aquatic programs.

Since corrections were necessary for these two items, staff also made some minor formatting changes to the schedule.

Staff are therefore recommending that the 2022-2024 Recreation Department Fee Schedule approved in By-Law 2021-169 be replaced with Appendix 01.

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

Recreation Department Fees

Prices plus HST (where applicable)

Arenas

Haileybury / New Liskeard Arena Hourly Ice Rates			
Category	Season		
	2022	2023	2024
Non-Profit – Youth	\$ 100.00	\$ 102.00	\$ 104.04
Prime Time Ice	\$ 140.00	\$ 142.80	\$ 145.66
Non-Prime Ice*	\$ 82.00	\$ 83.64	\$ 85.31
New Liskeard Cubs U18	\$ 112.00	\$ 114.24	\$ 116.52
School	\$ 70.00	\$ 71.40	\$ 72.83
*Note: Non-Prime Ice is available from September 1 st to April 30 th , Monday to Friday from 6am to 4pm excluding holidays, and school breaks.			

Haileybury / New Liskeard Arena Hourly Floor Surface Rates			
Category	Season		
	2022	2023	2024
Floor – Per Hour (Maximum of 4 Hours)	\$ 45.00	\$ 45.90	\$ 46.82
Non-Profit per day	\$ 350.00	\$ 357.00	\$ 364.14
Local Commercial Event per day	\$ 665.00	\$ 678.30	\$ 691.87
Non-Resident Commercial Use	\$ 931.00	\$ 949.62	\$ 968.61
Note: Second day of a daily rental will be charged at 50% of the regular rate.			

Outdoor Facilities and Sport Programs

Minor Sports Program	
Minor Sport	Registration Fee
Minor Ball	\$ 50.00 annually

Ball Fields			
Category	New Liskeard / Haileybury / Dymond		
	2022	2023	2024
Per Game / Practice	\$ 35.00	\$ 35.70	\$ 36.41
Tournament / Day	\$ 130.00	\$ 132.60	\$ 135.25
Minor Ball / Game	\$ 28.00	\$ 28.56	\$ 29.13

Soccer Fields			
Category	New Liskeard / Haileybury / Dymond		
	2022	2023	2024
Per Game / Practice	\$ 30.00	\$ 30.60	\$ 31.21

Tennis Courts			
Category	2022	2023	2024
Daily Rental	\$ 20.00	\$ 20.40	\$ 20.81

Municipal Halls and Event Spaces

New Liskeard Riverside Place: 55 Riverside Drive			
Category	2022	2023	2024
Private Rental *	\$ 505.00	\$ 515.10	\$ 525.40
Second Day Rental	\$ 255.00	\$ 260.10	\$ 265.30
Not-for-Profit Daily Rental	\$ 255.00	\$ 260.10	\$ 265.30
Private Weekly Rental (M-F)	\$ 1,262.50	\$ 1,287.75	\$1,313.51
Non-Profit Weekly Rental (M-F)	\$ 637.50	\$ 650.25	\$ 663.26
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	Chairs Only 375 Banquet & Dance 270		
Size of Hall	75' x 37'		
Tables (available in hall)	38 tables - 6' x 23 7/8" (rectangular)		
	25 – 5' round tables (seats 8)		
Chairs	227 Dark blue		
Dishes	Available to rent - \$100 +HST		

New Liskeard Community Hall: 90 Whitewood Avenue			
Category	2022	2023	2024
Private Rental *	\$ 409.50	\$ 417.69	\$ 426.04
Second Day Rental	\$ 205.00	\$ 209.10	\$ 213.28
Not-for-Profit Daily Rental	\$ 205.00	\$ 209.10	\$ 213.28
Private Weekly Rental (M-F)	\$ 1,023.75	\$ 1,044.23	\$1,065.11
Non-Profit Weekly Rental (M-F)	\$ 512.50	\$ 522.75	\$ 533.21
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	Chairs Only	500	
	Banquet & Dance	278	
Size of Hall	45' x 65'		
Available Chairs	102		
Available Tables	25 rectangular		
Stage	Large stage in hall		
Dishes	Not available		

Dymond Community Hall: 181 Drive-in Theatre Road			
Category	2022	2023	2024
Private Rental *	\$ 255.00	\$ 260.10	\$ 265.30
Second Day Rental	\$ 126.00	\$ 128.52	\$ 131.09
Not-for-Profit Daily Rental	\$ 126.00	\$ 128.52	\$ 131.09
Private Weekly Rental (M-F)	\$ 637.50	\$ 650.25	\$ 663.26
Non-Profit Weekly Rental (M-F)	\$ 315.00	\$ 321.30	\$ 327.73
3 Hour Rental	\$ 50.00	\$ 51.00	\$ 52.02
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	175		
Size of Hall	42' x 63'		
Tables	29 – 6' x 34"		
Chairs	175 – Orange and brown plastic		
Stage (in hall)	In corner of hall – 2' x 6' x 2' diagonal		

Harbourfront Pavilion: 451 Farr Drive			
Category	2022	2023	2024
Per Hour	\$ 31.50	\$ 32.13	\$ 32.77
Per Day	\$ 160.00	\$ 163.20	\$ 166.46
Not-for-Profit Daily Rental	\$ 75.00	\$ 76.50	\$ 78.03
Capacity			
Standing Space		902	
Dining or alcohol		328	
Details			
Small kitchen with fridge	No stove		
40 Chairs Available			

Haileybury Arena Hall: 400 Ferguson Avenue			
Category	2022	2023	2024
Private Rental (includes bar & kitchen)	\$ 355.00	\$ 362.10	\$ 369.34
Second Day Rental	\$ 180.00	\$ 183.60	\$ 187.27
Not-for-Profit Daily Rental	\$ 180.00	\$ 183.60	\$ 187.27
Private Weekly Rental (M-F)	\$ 887.50	\$ 905.25	\$ 923.36
Non-Profit Weekly Rental (M-F)	\$ 450.00	\$ 459.00	\$ 468.18
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity (alcohol)	270		
Seating Capacity Dining Only	231		
Seating Capacity Dining & Dancing	190		
Tables	17 – 8' rectangular tables 25 – 5' round tables		
Chairs	200		
Dishes	Not available		

Haileybury Lion's Den: 400 Ferguson Avenue			
Category	2022	2023	2024
Per Hour	\$ 28.00	\$ 28.56	\$ 29.13
Per Day	\$ 130.20	\$ 132.80	\$ 135.46
Not-for-Profit Daily Rental	\$ 75.00	\$ 76.50	\$ 79.03
Capacity			
Seating Capacity (dining/alcohol/seating)	80		
Tables	17 – 8' rectangular tables		
Chairs	24 yellow and 36 red		
Size of Hall	42' x 25'		

Notes:

City staff setup fee for all Municipal Hall and Event Spaces is \$75.00 +HST

Any staff required on an hourly basis are charged to the renter at \$ 44.36 per hour for regular time and \$66.54 per hour for overtime

Outdoor Leisure Facilities

Bucke Park				
		2022	2023	2024
Tent Rates	Daily	\$ 26.25	\$ 26.78	\$ 27.31
	Weekly	\$ 162.75	\$ 166.01	\$ 169.33
	Monthly	\$ 488.25	\$ 498.02	\$ 507.98
Trailer Rates	Daily	\$ 52.50	\$ 53.55	\$ 54.62
	Weekly	\$ 257.25	\$ 262.40	\$ 267.64
	Monthly	\$ 708.75	\$ 722.93	\$ 737.38
	Seasonal	\$ 2,047.50	\$ 2,088.45	\$ 2,130.22
Docking Fees	Daily	\$ 15.00	\$ 15.30	\$ 15.61
	Weekly	\$ 85.00	\$ 86.70	\$ 88.43
	Monthly	\$ 162.75	\$ 166.01	\$ 169.33
	Seasonal	\$ 300.00	\$ 306.00	\$ 312.12

Municipal Marinas			
	2022	2023	2024
Seasonal (per foot)	\$ 34.65	\$ 35.34	\$ 36.05
One Boat Utilizing Two Slips (per foot)	\$ 43.31	\$ 44.18	\$ 45.06
Monthly (23ft Length or Under)	\$ 240.00	\$ 244.80	\$ 249.70
Monthly (24ft Length or Over)	\$ 280.00	\$ 285.60	\$ 291.31
Seasonal Rate for Personal Water Craft (Sea Doo)	\$ 178.50	\$ 182.07	\$ 185.71
Monthly Rate for Personal Water Craft (Sea Doo)	\$ 69.50	\$ 70.89	\$ 72.31
Electricity (seasonal)	\$ 173.25	\$ 176.72	\$ 180.25
Winter Boat Storage on Municipal Property	\$ 267.75	\$ 273.11	\$ 278.57
Transient (per night)	\$ 29.40	\$ 29.99	\$ 30.59

Waterfront Pool and Fitness Centre

Waterfront Pool and Fitness Centre: 77 Wellington Street						
Rates Per Visit						
Facility	2022		2023		2024	
	Adult	Senior/ Student	Adult	Senior/ Student	Adult	Senior/ Student
Pool	\$ 4.65	\$ 3.76	\$ 4.65	\$ 3.76	\$ 4.87	\$ 3.98
Pool - Family	\$ 11.73		\$ 11.73		\$ 12.17	
Fitness Rooms	\$ 7.08	\$ 5.97	\$ 7.08	\$ 5.97	\$ 7.30	\$ 6.20
Squash Racquet Rental	\$ 3.26	\$ 3.26	\$ 3.26	\$ 3.26	\$ 3.45	\$ 3.45
Book of 5 passes for Gym	\$ 29.38	\$ 24.78	\$ 29.38	\$ 24.78	\$ 30.56	\$ 25.77
Book of 5 passes for Pool	\$ 19.30	\$ 15.60	\$ 19.30	\$ 15.60	\$ 20.07	\$ 16.23
Book of 5 passes for Full Facility	\$ 32.50	\$ 26.98	\$ 32.50	\$ 26.98	\$ 33.80	\$ 28.05
Arthritic Program	\$ 3.98		\$ 3.98		\$ 4.20	
Aquafit	\$ 5.97		\$ 5.97		\$ 6.20	
Cardiopulmonary Program	\$ 4.42		\$ 4.42		\$ 4.60	

Membership Rates									
	2022			2023			2024		
	Adult	Student Senior	Family	Adult	Student Senior	Family	Adult	Student Senior	Family
Fitness									
1 month	\$58.41	\$48.48	\$141.00	\$58.41	\$48.48	\$141.00	\$60.75	\$50.42	\$146.64
3 months	\$145.44	\$116.35	\$351.10	\$145.44	\$116.35	\$351.10	\$151.26	\$121.01	\$365.15
1 year	\$465.41	\$349.06	\$1,165.66	\$465.41	\$349.06	\$1,165.66	\$484.03	\$363.02	\$1,212.28
Pool									
1 month	\$41.35	\$36.11	\$93.09	\$41.35	\$36.11	\$93.09	\$43.00	\$37.55	\$96.76
3 months	\$102.96	\$84.49	\$231.66	\$102.96	\$84.49	\$231.66	\$107.08	\$87.87	\$240.92
1 year	\$341.82	\$236.58	\$722.77	\$341.82	\$236.58	\$722.77	\$355.50	\$246.04	\$751.68
Full									
1 month	\$88.27	\$68.85	\$220.68	\$88.27	\$68.85	\$220.68	\$91.80	\$71.61	\$229.51
3 months	\$219.80	\$164.85	\$549.50	\$219.80	\$164.85	\$549.50	\$228.59	\$171.44	\$571.48
1 year	\$729.74	\$514.33	\$1,824.35	\$729.74	\$514.33	\$1,824.35	\$758.93	\$534.91	\$1,897.32

Aquatic Programs			
	2022	2023	2024
Arthritic Program			
Per Class	\$ 3.98	\$ 3.98	\$ 4.20
8 classes	\$ 29.60	\$ 29.60	\$ 30.78
16 classes	\$ 56.00	\$ 56.00	\$ 58.24
24 classes	\$ 79.20	\$ 79.20	\$ 82.37
Aquafit			
Per Class	\$ 5.97	\$ 5.97	\$ 6.20
8 drop-in classes	\$ 36.00	\$ 36.00	\$ 37.44
16 drop-in classes	\$ 67.20	\$ 67.20	\$ 69.89
24 drop-in classes	\$ 93.60	\$ 93.60	\$ 97.34
5 Class Evening Session	\$ 30.00	\$ 30.00	\$ 31.00
6 Class Evening Session	\$ 36.00	\$ 36.00	\$ 37.20
8 Class Evening Session	\$ 48.00	\$ 48.00	\$ 49.60
Swimming Lessons ½ hour class (9 classes)	\$ 51.03	\$ 51.03	\$ 53.07
Swimming Lessons ¾ hour class (9 classes)	\$ 59.06	\$ 59.06	\$ 61.43
Swimming Lessons 1 hour Class (9 classes)	\$ 76.13	\$ 76.13	\$ 79.17
Swimming Lessons ½ hour class (10 classes)	\$ 56.70	\$ 56.70	\$ 58.97
Swimming Lessons ¾ hour class (10 classes)	\$ 65.63	\$ 65.63	\$ 68.25
Swimming Lessons 1 hour Class (10 classes)	\$ 84.53	\$ 84.53	\$ 87.91
Swimming Lessons (Private) – (9 Classes)	\$ 225.00	\$ 225.00	\$ 234.00
Swimming Lessons (Private) – (10 Classes)	\$ 250.00	\$ 250.00	\$ 260.00
Rookie/Ranger/Star (9 classes)	\$ 76.13	\$ 76.13	\$ 79.17
Rookie/Ranger/Star (10 classes)	\$ 84.53	\$ 84.53	\$ 87.91
Bronze Medallion	\$ 157.50	\$ 157.50	\$ 163.80
Bronze Cross (without manual)	\$ 131.25	\$ 131.25	\$ 136.50
Bronze Cross with Standard First Aid	\$ 157.50	\$ 157.50	\$ 163.80
National Lifeguard Course	\$ 252.00	\$ 252.00	\$ 262.08
National Lifeguard Recertification	\$ 63.00	\$ 63.00	\$ 65.52
Swim Instructors Course	\$ 167.76	\$ 167.76	\$ 174.47
Lifesaving Instructors (R/R/S & Bronze)	\$ 130.46	\$ 130.46	\$ 135.68
Standard First Aid Course	\$ 115.50	\$ 115.50	\$ 120.12
Junior Lifeguard Club	\$ 112.88	\$ 112.88	\$ 117.39
Adult Swim Lessons (9 Classes)	\$ 76.13	\$ 76.13	\$ 79.17
Timiskaming Northern Loons (per hour)	\$ 35.00	\$ 37.00	\$ 39.00

Pool Rentals	2022	2023	2024
1 hour Pool Rental without the Slide	\$ 125.00	\$ 125.00	\$ 130.00
1 hour of Pool Rental with the Slide	\$ 179.55	\$ 179.55	\$ 186.73
Birthday Party - includes 1 hr pool rental and 1 hr lounge rental	\$ 237.60	\$ 237.60	\$ 247.10
1 hour Pool Rental for use by School	75% of Regular Rate		

Waterfront Pool & Fitness Centre - Rental of Lounge			
	2022	2023	2024
1 hour	\$ 52.50	\$ 53.55	\$ 54.62
3 hours	\$ 141.75	\$ 144.59	\$ 147.48
Full Day	\$ 354.38	\$ 361.46	\$ 368.69
1 hour Fitness Class	\$ 27.30	\$ 27.85	\$ 28.40

Cardiopulmonary Fitness Class			
Per Class	\$ 4.42	\$ 4.42	\$ 4.60
8 classes	\$ 33.60	\$ 33.60	\$ 34.94
16 classes	\$ 64.00	\$ 64.00	\$ 66.56
24 classes	\$ 91.20	\$ 91.20	\$ 94.85

Non-Resident User Fees

Non-Resident User Fees			
	2022	2023	2024
Municipal Arenas (Per Family)	\$ 150.00	\$ 175.00	\$ 200.00
Municipal Marinas (Per Vessel)	\$ 200.00	\$ 200.00	\$ 200.00
City Hosted Programs, Activities and Memberships (Surcharge on Regular Fee)	25%	25%	30%
Northern Loons Swim Club (Per Family)	\$ 150.00	\$ 175.00	\$ 200.00
Tri-Town Soccer (Surcharge on Regular Fee)	25%	25%	30%

The Corporation of the City of Temiskaming Shores

By-law No. 2021-182

Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Accessibility Upgrades at the Don Shepherdson Memorial Arena (Project No. 851-513779)

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 -tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas Council considered Memo No. 047-2021-CS at the December 21, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario for Accessibility Upgrades at the Don Shepherdson Memorial Arena, in the amount of \$500,000, for consideration at the December 21, 2021 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and the Minister responsible for the Accessibility Upgrades at the Don Shepherdson Memorial Arena, in the amount of \$500,000, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council; and

3. 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.

Read a first, second and third time and finally passed this 21st day of December, 2021.

Mayor

Clerk



Schedule “A” to

By-law No. 2021-182

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Federal Economic Development Agency for Northern Ontario

as represented by the Minister of Indigenous Services and
the Minister responsible for the Federal Economic
Development Agency for Northern Ontario

Project No. 851-513779



Federal Economic Development
Agency for Northern Ontario
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Agence fédérale de développement
économique pour le Nord de l'Ontario
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 851-513779

THIS AGREEMENT made as of: December 14, 2021

BETWEEN

The Federal Economic Development Agency for Northern Ontario (the “Agency”)
As represented by the Minister of Indigenous Services and Minister responsible for the Federal
Economic Development Agency for Northern Ontario

– AND –

Corporation of the City of Temiskaming Shores
(the "Recipient")

WHEREAS in response to an application from the Recipient received April 19, 2021, the Agency has agreed to provide a non-repayable Contribution to the Recipient (the Agency and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Agency.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Agency (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Agency under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 12 – Indemnification and Limitation of Liability
- e) Section 13 – Default and Remedies
- f) Section 14 – Project Assets
- g) Section 15 – General

2.0 The Project

- 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before September 1, 2021 (the "Commencement Date") and is completed on or before February 28, 2022 (the "Completion Date").
- 2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Agency.

3.0 The Contribution

- 3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:
- a) 50% of the incurred Eligible & Supported Costs of \$1,000,000 of the Project outlined in Annex 1, and
 - b) \$500,000.
- 3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to April 19, 2021 or later than the Completion Date.
- The Agency shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.
- 3.3 Notwithstanding 3.2 the Agency may, at its sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.
- 3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.
- 3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

- 3.6 Payment by the Agency of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Agency shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Agency shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

Employment and Social Development Canada	\$100,000
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- b) The Recipient shall promptly inform the Agency in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

- 5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Agency collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Agency, shall be deemed to be “Canada Information”. The Agency shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as it may, from time to time, determine.

6.0 **Claims and Payments**

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Agency. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Agency.
- b) The Agency shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient’s claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Agency shall pay to the Recipient the Agency’s portion of the Eligible and Supported Costs set forth in the Recipient’s claim in accordance with the Agency’s customary payment practices.

- d) The Agency may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Agency may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Agency.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Agency in scope and detail:
 - i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Agency no later than six (6) months after the Completion Date or early Termination Date of the Project. The Agency shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Agency may in its absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as it deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Agency may, at the Agency's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Agency;
- b) the Final Report has been submitted to the satisfaction of the Agency;
- c) audits, where required by the Agency have been completed to the satisfaction of the Agency; and
- d) the Agency has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Agency promptly and in any case no later than 30 days from the date of the Agency's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Agency.

6.6 Sharing Ratios

If the Agency makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Agency is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Agency may, at its sole discretion, make advance payments to the Recipient.

7.0 Monitoring and Audit

- 7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.
- 7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Agency to assess the progress of the Project, including for example, a description of work completed to date; a percentage of completion report signed-off by the managing architect or engineer (where applicable); photos that demonstrate the progress of the Project (where applicable); and a report on implementation of environmental mitigation measures (where applicable). Upon request of the Agency and at no cost to it, the Recipient will promptly elaborate upon any report submitted.
- 7.3 The Agency may request that the Recipient submit a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Agency.
- 7.4 The Recipient shall provide to the Agency a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Agency's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Agency to conduct such independent audits and evaluations as the Agency in its discretion may require;
 - b) permit any authorized representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Agency may require for purposes of this Agreement and for statistical purposes.

7.6 The Agency shall have the right, at its own expense, and as and when it determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Agency under the provisions of this Agreement.

7.7 Any audits performed hereunder will be carried out by auditors selected by the Agency, which may include any of the following: Agency Officials, an independent auditing firm, and the Recipient's external auditors. The Agency will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 **Representations**

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.

- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;
- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Agency in the form of a news release and/or media event. The Agency shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Federal Economic Development Agency for Northern Ontario), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

- 10.1 The Recipient may carry out the Project in the official language of the Recipient's choice.

11.0 Environmental and Other Requirements

- 11.1 The Recipient represents that the Project is not a "designated project" as defined in the *Canadian Impact Assessment Act*, S.C. 2019, c. 28, s. 1 (IAA) and that an impact assessment (IA) or a determination under section 82 of IAA, are not required for the Project.

- 11.2 Aboriginal consultation

The Recipient acknowledges that the Agency's obligation to pay the Contribution is conditional upon Canada satisfying any obligation that Canada may have to consult with or to accommodate any Aboriginal groups that may be affected by the terms of this Agreement.

12.0 Indemnification and Limitation of Liability

- 12.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.
- 12.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:
- a) the Project, its operation, conduct or any other aspect thereof;
 - b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
 - c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,
- except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Agency in the performance of its duties.
- 12.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 12.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

13.0 Default and Remedies

13.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Agency, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Agency, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Agency, there is a material adverse change in risk;
- f) in the opinion of the Agency, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Agency, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Agency, are beyond the control of the Recipient.

13.2 Notice and Rectification Period

The Agency may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Agency's opinion, constitutes an event of default under subsection 13.1. Except in the circumstances described in subsections (a) and (b) of section 13.1, the Agency may, in its discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Agency may in its sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Agency that it has taken the necessary steps to correct the condition, failing which the Agency may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Agency may decide.

13.3 Remedies

If the Agency declares that an event of default has occurred, the Agency may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Agency all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Agency at law.

14.0 Project Assets**14.1 Disposal of Assets**

The Recipient shall retain title to, and ownership of, the capital assets, the cost of which has been contributed to by the Agency under this Agreement for a minimum of six (6) years after the expiry or early termination of this Agreement, and shall not dispose of the same for a period of six (6) years after the expiry or early termination of this Agreement, without the prior written consent of the Agency. As a condition of such consent, the Agency may require the Recipient to repay the Agency the whole or any part of the Contribution paid to the Recipient hereunder.

- 14.2 Prior to the disbursement of the Contribution, the Recipient shall provide evidence satisfactory to the Agency of insurance coverage for property damage in an amount at least equal to the amount of the Contribution and for general liability insurance that is consistent with the level of risk exposure associated with the Recipient activities, as well as satisfactory evidence that the Agency has been named as an Additional Insured and Loss Payee on the policy. The Agency makes no representations as to the adequacy of such insurance coverage and the Recipient must satisfy himself with respect to same.

15.0 General**15.1 Canadian Goods and Services**

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 15.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. The Agency may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

- 15.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.
- 15.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:
- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;
 - b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
 - c) disclose information which may be required by government policies including a policy related to proactive disclosure.
- 15.5 Notwithstanding subsection 15.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 15.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 15.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the *Interpretation Act* R.S., c. I-23, as amended from time to time.

- 15.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.
- 15.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 15.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 15.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 15.12 It has not directly or indirectly promised or offered to any official or employee of the Agency, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

15.13 The Recipient represents and warrants that:

- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*, as amended from time to time;
- b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the *Lobbying Act*;
- c) at all relevant times it has been, is and will continue to remain in compliance with the *Lobbying Act*;
- d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
- e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Agency may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

16.0 Notice

16.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

16.2 Any notice or correspondence to the Agency shall be addressed to:

Federal Economic Development Agency for Northern Ontario
107 Shirreff Avenue, Suite 104
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps
Canada Community Revitalization Fund
Northern Ontario Development Program

or to such other address as may be designated by the Agency in writing.

16.3 Any notice or correspondence to the Recipient shall be addressed to:

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

16.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-513779

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

The Federal Economic Development Agency for Northern Ontario (the “Agency”)

As represented by the Minister of Indigenous Services and
Minister responsible for the Federal Economic Development
Agency for Northern Ontario

Per: **Perreault, Lucie** Digitally signed by Perreault, Lucie
Date: 2021.12.14 09:13:59 -05'00'
Name: Lucie Perreault
Title: Program Director, Federal Economic
Development Agency for Northern Ontario
(FedNor)
Date:

RECIPIENT

Per:
Name:
Title:
Date:

Per:
Name:
Title:
Date:

I/we have authority to bind Corporation of the City of
Temiskaming Shores

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: Corporation of the City of Temiskaming Shores

Project Number: 851-513779

I. PROJECT SCOPE

- i) Description:
The City is requesting a contribution to complete renovations at the Don Shepherdson Memorial Arena located in the downtown core in New Liskeard.
- ii) Project Location:
New Liskeard, ON
- iii) Dates:
 - a) Commencement Date - September 1, 2021
 - b) Completion Date - February 28, 2022
- iv) Key Workplan Activities, Timelines and Milestones:
Project activities would include:
 - Install a double door entrance at the front of the building with automatic sliding doors.
 - Renovate the washrooms to be accessibility compliant.
 - Create a new front vestibule measuring approximately 130 sqft. with eight power doors.
 - Replace current interior doors leading to the arena bowl with power operated openers.
 - Install a new wheelchair accessible concession counter.
 - Create 4 accessible viewing spaces (two in the arena lobby and two in the arena bowl).
 - Install new automatic doors leading to ice surface and install new accessible viewing location in arena bowl.
 - The uneven tiled floor would be replaced with 4,000 sqft. of seamless rubber flooring.
 - Install LED lighting upgrades for hallways, closets, offices and upstairs, would ensure all lights in facility are LED.
 - Install an air quality monitor sensor(s) in the main arena bowl.
 - Install a Video Display board sign for new entrance.

v) Performance Measures and Tracking Plan:

- Improved community asset.
- Construction related jobs maintained.
- Enhanced accessibility of facility.
- Reduced energy consumption.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$500,000
- Supported	\$1,000,000	Other Federal	\$100,000
- Not Supported	\$0	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial Institution	\$0
		Recipient	\$400,000
		Other	\$0
Total	\$1,000,000		\$1,000,000

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Construction/Soft Costs (Design, Engineering, Project Management)	\$70,000		\$70,000
Construction	\$930,000		\$930,000
TOTAL ELIGIBLE COSTS	\$1,000,000		\$1,000,000
<u>Ineligible Costs</u>			\$0
TOTAL INELIGIBLE COSTS			\$0
TOTAL PROJECT COSTS			\$1,000,000

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:

For greater certainty, Section 10.0 includes:

The Recipient may carry out the Project in the official language of the Recipient's choice.

II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Agency.
- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Agency.
- iii) Advance Payments:
 - a) The Agency has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Agency.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Agency:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Agency.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
 - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

Annex 2

COSTING MEMORANDUM
Canada Community Revitalization Fund

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Agency,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between April 19, 2021 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between April 19, 2021 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Agency related to the Recipient, shall be valued at the cost which, in the opinion of the Agency, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Agency access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Agency, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Agency is advised to ensure that the costs for these services are eligible. The Agency may not contribute to the cost of goods or services that are not, in the opinion of the Agency, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Agency, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

The Corporation of the City of Temiskaming Shores
By-law No. 2021-183
Being a By-law to enter into a Contract Agreements for POA
Court Prosecution Services – Phillip Jones

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues; and

Whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas the City of Temiskaming Shores provides Provincial Offences Administration (POA); and

Whereas Council considered Memo No. 048-2021-CS at the December 21, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Phillip Jones as a Court Prosecutor for consideration at the December 21, 2021 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 be authorized to enter into an agreement with Phillip Jones for the provision of Court Prosecutions through the Provincial Offences Administration (POA), a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That this by-law comes into effect on January 1, 2022;
3. That By-law No. 2017-133 be repealed as of January 1, 2022.
4. That the Clerk of the City 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 21st day of December, 2021.

Mayor

Clerk

This Agreement, made this 21st day of December, 2021.

Between:

The Corporation of the City of Temiskaming Shores

(Hereinafter referred to as the “City”)

And:

Phillip Jones

(Hereinafter referred to as the “Prosecutor”)

Whereas the City is administering the Provincial Offences Court in the District of Timiskaming;

And whereas the City requires prosecutorial services to administer the Court;

And whereas the Prosecutor wishes to provide such services;

And whereas by this agreement, the Parties wish to set out their respective rights and obligations concerning the provision of prosecutorial services;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Prosecution Services

1.1 The City does hereby contract with the Prosecutor for the provision of prosecutorial services at all Provincial Offences court dates scheduled by the City.

1.2 The Services to be provided by the Prosecutor shall be as follows:

1.2.1 Prosecution of cases in the Provincial Offences Court for violations of Provincial Statutes and Regulations thereunder, performing the full range of litigatory and prosecutorial tasks which include evaluating information and reports, questioning witnesses, considering evidence, determining merits of cases and deciding whether or not to prosecute, compelling attendance of accused and witnesses and the production of evidence, arguing the case before a Justice of the Peace, examining and cross-examining witnesses, preparing for and rendering defence arguments and all other tasks necessary to the fair prosecution of the case.

1.2.2 Prosecutes cases in Provincial Offences Court for offenses against municipal by-laws.

1.2.3 Performs litigatory duties in preparation for cases, such as attending to disclosure matters with defence counsel and securing agreement with respect

to production of evidence at trial.

- 1.2.4 Provides consultation to police officers, court administrators, and the public, answering questions as to procedure and giving opinions as to the prosecutorial merit of reported incidents.
- 1.2.5 Provides all of the above services in the English language.
- 1.2.6 Obtains services for a suitable replacement and transfer of files for matters to be prosecuted in the French language.
- 1.2.7 Obtains services for a suitable replacement and transfer of files for court dates which the Prosecutor is unable to attend.
- 1.2.8 Acknowledges that travel to satellite court in Kirkland Lake is required.

2. Payment

2.1 City shall pay the Prosecutor for services rendered as follows:

- 2.1.1 For all time spent in rendering the services indicated above, the sum of \$100.00 per hour.
- 2.1.2 For travel, the sum of \$50.00 per hour.
- 2.1.3 Mileage allowance will be paid at the rate established by Canada Revenue Agency on January 1st of each calendar year.
- 2.1.4 Disbursements as incurred (e.g., photocopies).

2.2 A City telephone with a toll-free number will be provided.

3. Creation and Nature of Relationship

- 3.1 It is acknowledged by the City and by the Prosecutor that this Agreement is an Agreement for services to be rendered to the City as an independent Contractor, and the parties have not created and do not intend to create by this Agreement or any subsequent renewals or extension thereof, a joint venture, partnership or employee relation between them.
- 3.2 The Prosecutor will provide the services to the City of Temiskaming Shores as an independent contractor and not as an employee.

Accordingly:

- The Prosecutor agrees that the City shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the City to the Contractor or amounts paid by the Contractor to its employees or contractors. The Prosecutor agrees to indemnify the City from any and all claims in respect to the Prosecutor’s failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
- The Prosecutor agrees that as an independent contractor, will not be qualified to participate in or to receive any employee benefits that the City may extend to its employees.
- The Prosecutor is free to provide services to other clients so long as there is no interference with the Prosecutor’s contractual obligations to the City.

4. Workplace Safety Insurance Board

- 4.1 The Prosecutor agrees to submit to the City, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario every 60 days; or written confirmation from the Workplace Safety Insurance Board that the Contractor and employees are not subject to Workplace Safety Insurance.
- 4.2 Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Prosecutor. If in default under the Act or Regulations, the City may withhold payment in an amount sufficient to cover such default or cancel the contract.

5. Replacements During Absences

- 5.1 The Prosecutor shall advise the City in writing the name of the person who the Prosecutor designates as a replacement, in accordance with Section 2 (f) and Section 2 (g) of this Agreement, who is responsible for services in the absence of the Prosecutor. All orders or instructions given to the Prosecutor or the alternate by the City shall be as binding on the Contractor as though given to him in person.

6. Insurance

- 6.1 The Prosecutor agrees to maintain during the term of this agreement Vehicle Liability Insurance and Contractor’s Liability Insurance, naming the City as co-insured, in the following amounts:

1. Vehicle Liability Insurance: \$2 million
2. Contractor’s Liability Insurance: \$ 2 million.

- 6.2 The Prosecutor shall annually, within 7 days of the insurance renewal date, submit to the City a Certificate of Insurance together with an Undertaking from the insurance company that such insurance will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the City.
- 6.3 Should the City be of the opinion that the insurance taken out by the Prosecutor is inadequate in any respect for any reason whatsoever, the Prosecutor shall forthwith take out additional insurance satisfactory to the City.

7. Indemnification and Save Harmless

- 7.1 The Contractor hereby covenants at all times to indemnify and save harmless the City against all claims and demands which may be brought against or made upon the Contractor and against all loss, liabilities, judgments, costs, demand or expenses, including legal costs, which the City may suffer resulting from or incidental to the services contracted subject to this Agreement or from any act or omission to act on the part of the Contractor, its servants, agents, employees, contractors, sub-contractors, owners, operators or any of them during the currency of this Agreement.

8. Notice

- 8.1 All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Prosecutor:

Phillip Jones

██████████
████████████████████

The City:

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

9. Non-Assignability

- 9.1 Except as otherwise provided in this agreement, the Prosecutor may not assign this agreement without the express written consent of the City, which consent may be unreasonably withheld.

10. Non-Waiver

- 10.1 No covenant or condition of this Agreement can be waived except by written consent of both parties.

11. Binding Effect

- 11.1 This Agreement, including all covenants and conditions, shall extend to, be binding upon and enure to the benefit of each and all the successors and assigns of the respective parties hereto and wherever the singular or masculine is used in the Agreement, it shall be construed as if the plural and the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so required and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

12. Interpretation

- 12.1 This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.

13. Freedom of Information

- 13.1 The Contractor consents to the release to the public of this Agreement and all associated documents in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

14. Right of Termination

- 14.1 This agreement may be terminated by either party without cause, provided that not less than 60 days’ notice of such termination is provided in writing to the other party.

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

Court Prosecutor

Prosecutor - Phillip Jones

Municipal Seal

**The Corporation of the City of Temiskaming
Shores**

Mayor – Carman Kidd

Clerk – Logan Belanger

The Corporation of the City of Temiskaming Shores

By-law No. 2021-184

Being a by-law to amend By-law No. 2012-039, a by-law to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores (Cemetery Services – Price Lists)

Whereas Section 391(1) of the Municipal Act S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control; and

Whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2012-039 on April 3, 2012 to adopt Schedules of Departmental User Fees and Service Charges for the City of Temiskaming Shores; and

Whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2015-048 on February 17, 2015 to adopt an amendment to the Schedules of Departmental User Fees and Service Charges for the City of Temiskaming Shores; and

Whereas Council considered Administrative Report No. CS-046-2021 at the December 21, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-039 (User Fees) to update the Cemetery Services Price List, for consideration at the December 21, 2021 Regular Council meeting;

Now therefore The Corporation of the City of Temiskaming Shores enacts the following as a by-law:

1. That the Cemetery Services – Price List table of Schedule “B” of By-law No. 2012-039, as amended, be removed and replaced with the following:

Cemetery Services - Price List		
Purchase of Lot / Care and Maintenance on Lot	Resident	Non-Resident
A: Adult Lot	1,545.00	2,320.00
A: Care & Maintenance - 40% (Ont. Reg. 30/11 Sec. 168)	618.00	928.00
B: Cremation Lot (New Liskeard Cemetery ONLY)	775.00	1,160.00
B: Care & Maintenance - 40% (Ont. Reg. 30/11 Sec. 168)	310.00	464.00
C: Child Lot (New Liskeard Cemetery ONLY)	620.00	1,085.00
C: Care & Maintenance - 40% (Ont. Reg. 30/11 Sec. 168)	248.00	434.00
Transfer of Interment Rights	80.00	80.00
Interment Fees	Resident	Non-Resident
Weekday Burial - Adult Full Interment	1,340.00	2,010.00
Weekend & Holiday Burial - Adult Full Interment	2,575.00	3,815.00
Any day - Child Interment	390.00	545.00

Provincial License (for each interment) effective July 1, 2014 - \$12.00	12.00	12.00
Weekday Burial - Cremation Interment	545.00	810.00
- Each additional Weekday Cremation Interment (same day/same time)	275.00	405.00
Weekend & Holiday Burial - Cremation Interment	1,085.00	1,420.00
- Each additional Weekend & Holiday Cremation Interment (same day/same time)	545.00	710.00
Additional fee for the use of a steel vault or wooden box	155.00	310.00
Vault storage	-	310.00
Foundation / Care and Maintenance on Markers	Resident	Non-Resident
Foundation installation	645.00	645.00
Flat Marker - wet concrete setting	645.00	645.00
Flat Marker - ground setting	185.00	185.00
C & M Fund - Flat Marker over 172 in ² & Pillow Marker (Ont. Reg. 30/11 - Sec. 166)	100.00	100.00
C & M Fund - Upright Monument up to 4' high/length (Ont. Reg. 30/11 - Sec. 166)	200.00	200.00
C & M Fund - Upright Monument over 4' high/length (Ont. Reg. 30/11 - Sec. 166)	400.00	400.00
Corner Post installation (set of 4)	85.00	85.00
Columbarium Niche Fees	Resident	Non-Resident
Level A (Top – highest level)	2,680.00	3,200.00
Level A - Care and Maintenance – 15% (Ont. Reg. - Sec. 168)	402.00	480.00
Level B	2,885.00	3,300.00
Level B – Care and Maintenance - 15% (Ont. Reg. - Sec. 168)	432.75	495.00
Level C	2,990.00	3,505.00
Level C – Care and Maintenance - 15% (Ont. Reg. - Sec. 168)	448.50	525.75
Level D	2,885.00	3,300.00
Level D – Care and Maintenance - 15% (Ont. Reg. - Sec. 168)	432.75	495.00
Level E	2,575.00	2,990.00
Level E – Care and Maintenance - 15% (Ont. Reg. - Sec. 168)	386.25	448.50
Level F (Bottom - lowest level)	2,475.00	2,885.00
Level F – Care and Maintenance - 15% (Ont. Reg. - Sec. 168)	371.25	432.75
Weekday Opening and Closing - Niche	545.00	930.00
- Each additional Weekday Entombment (same day/same time)	275.00	465.00
Weekend & Holiday Opening and Closing - Niche	1,085.00	1,650.00
- Each additional Weekend & Holiday Entombment (same day/ same time)	545.00	825.00
Other Services	Resident	Non-Resident
Disinterment (full casket burial)	3,090.00	3,090.00
Disinterment (cremated remains)	465.00	465.00
Fee for staking of cemetery lot	55.00	55.00
Flower Planting (including preparation of grounds & watering)	155.00	155.00

Removal or tree/shrub/ plant	75.00	75.00
Removal of existing foundation and/or markers	325.00	325.00

2. That this By-law shall come into force and take effect on January 1, 2022.

Read a first, second and third time and finally passed this 21st day of December, 2021.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2021-185

Being a by-law to amend By-law No. 2015-026, being a by-law to adopt a Civil Marriage Solemnization Policy for the City of Temiskaming Shores – Fees

Whereas Section 391(1) of the Municipal Act S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control; and

Whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2015-026 on January 20, 2015 to adopt a Civil Marriage Solemnization Policy for the City of Temiskaming Shores; and

Whereas Council considered Administrative Report No. CS-047-2021 at the December 21, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2015-026 (Marriage Policy) to update the Marriage Solemnization Fees provision and other administrative changers, for consideration at the December 21, 2021 Regular Council meeting;

Now therefore The Corporation of the City of Temiskaming Shores enacts the following as a by-law:

1. That Schedule “A” to By-law No. 2015-026, as amended be further amended by deleting the content under the Marriage Solemnization Guidelines and Fees Section and replace it with the following:

The following fees apply for civil marriage solemnization services, and are payable to the City of Temiskaming Shores:

Description	Fee
Civil Marriage Ceremony - City Hall Monday to Friday (outside of regular business hours) ¹	\$400.00
Civil Marriage Ceremony - Off-Site (within City of Temiskaming Shores)	\$450.00
Civil Marriage Ceremony – Off-Site (Outside City of Temiskaming Shores/ including on a boat)	\$500.00

Milage – Outside of City of Temiskaming Shores ²	Current Rate as Approved by Council
Note: Rates are subject to applicable taxes	

- 1) Civic Ceremonies at City Hall occur Monday to Friday outside the regular operating hours of 8:30 a.m. to 4:30 p.m., excluding lunch hours, and are subject to the availability:
 - a. of the facility; and
 - b. a Marriage Officiant who is an employee of the City.

In addition, the use of confetti, rice, bubbles, candles, incense, and similar items are strictly prohibited at City Hall or on grounds.

- 2) For ceremonies held outside the boundaries of Temiskaming Shores, the Marriage Officiant may claim a mileage expense. Mileage expenses shall be calculated at the current rate as established by the Municipal Expense Policy.

Additional Notes:

1. Ceremonies will be conducted by appointed officiants of the City of Temiskaming Shores.
2. It is the responsibility of the participants to make the appropriate arrangements and to pay for the facility to be utilized for the Marriage Ceremony.
2. That the “Marriage Officiant Discretion” section be deleted in its entirety.
3. That the “Invoicing by Marriage Officiant” section be deleted and replaced with the following:

The Marriage Officiant is responsible for advising the Clerk or designate of all wedding ceremony bookings, along with all necessary information for invoicing purposes.

The Clerk or designate are responsible for the preparation of invoices for each civil ceremony. All invoices shall reflect the applicable fees as described herein.

Payment of invoices shall be received prior to the date of the proposed ceremony.

4. That this By-law shall come into force and take effect on January 1, 2022.

Read a first, second and third time and finally passed this 21st day of December, 2021.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores
By-law No. 2021-186
Being a by-law to appoint an Integrity Commissioner for the
City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues; and

Whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas under Section 223.3 (1) of the Municipal Act, 2017, c. 10, Sched 1, s. 19(1) a municipality is authorized to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality; and

Whereas Council considered Administrative Report No. CS-000-2021 at the December 21, 2021, and directed staff to prepare the necessary by-law to enter into a professional services agreement with Harold Elston for Integrity Commissioner (IC) services for the City of Temiskaming Shores.

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

1. That Harold Elston is hereby appointed as the Integrity Commissioner for the City of Temiskaming Shores, for the term set forth in the Agreement;
2. That the Mayor and Clerk are authorized to enter into an Agreement for Professional Services with Harold Elston for Integrity Commissioner Services for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law.
3. That this By-law shall come into force and effect on January 6, 2022.
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 21st day of December, 2021.

Mayor

Clerk



Schedule “A” to

By-law No. 2021-186

Service Agreement between

The Corporation of the City of Temiskaming Shores

and

Harold G. Elston

for Professional Services (Integrity Commissioner)

Agreement for Municipal Integrity Commissioner

This Agreement is effective the 6th day of January 2022.

BETWEEN:

The Corporation of the City of Temiskaming Shores

(Hereinafter referred to as the “City”)

AND: **Mr. Harold G. Elston**

(Hereinafter referred to as “Harold G. Elston”)

Section 223.2 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the “Act”), requires the City to establish a Code of Conduct for Members of the Council of the City and of its Local Boards;

Section 223.3 of the Act authorizes the City to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by the City, with respect to any or all of the following:

- a) The application of the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (“Members”);
- b) The application of any procedures, rules and policies of the City and Local Boards governing the ethical behavior of Members;
- c) The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*, R.S.O. 1990, c.M.50 (the “MCIA”) to Members;
- d) Requests from Members for advice respecting their obligations under the Code of Conduct;
- e) Requests from Members for advice respecting their obligations under a procedure, rule, or policy of the City or the local board, as the case may be, governing the ethical behavior of Members;
- f) Requests from Members advice respecting their obligations under the MCIA; and
- g) The provision of educational information to Members, the City and the public about the City’s Code of Conduct.

The City is satisfied based on the information provided and representations made to the City by Harold G. Elston that Harold G. Elston has the skills and ability to meet the foregoing criteria.

The City and Harold G. Elston agree as follows:

1. Services

The City hereby retains and appoints Harold G. Elston as an Integrity Commissioner, pursuant to section 223.3(1) of the Act and the Integrity Commissioner agrees to provide such services in accordance with the Act, for and at the request of the City and accepts such appointment.

2. Duties - The duties of the Integrity Commissioner shall be:

- a) At least once per term of Council, deliver an oral presentation to Members regarding the role of the Integrity Commissioner and ethical obligations and responsibilities of Members under the Code of Conduct and any other procedures, rules or policies governing the ethical behavior of such Members.
- b) Upon request, provide advice in writing, to individual Members regarding their ethical obligations and responsibilities under their Code of Conduct and any other procedures, rules or policies governing their ethical behavior, including the MCIA.
- c) Upon request, provide advice and recommendations to Council regarding amendments to the Code of Conduct and any other procedures, rules or policies governing their ethical behavior, including the MCIA.
- d) Prepare and deliver an annual report to Council (or more frequently if requested by Council), containing a summary of activities, if any, during the previous calendar year.
- e) Serve as proactive educator for Council, Local Boards, the City and the public about the City's Code of Conduct for Members.
- f) Upon receipt of a request for an inquiry, confirm the validity of the request and, if valid, conduct an appropriate inquiry and report to Council.

All of which shall be referred to herein as "the Services".

3. Fees

- a) **Hourly Rate** - Harold G. Elston will be paid a fee of Four Hundred Dollars (\$400.00) per hour, plus applicable taxes and disbursements, for time devoted to Services as Integrity Commissioner for the City of Nipissing.

4. Term

Subject to the provisions of this Agreement the initial term of this Agreement shall commence January 6, 2022, and end on January 5, 2024. The City shall, at its sole discretion, have the option to renew for an additional two-year period, on terms to be agreed upon.

5. Independent Contractor

Harold G. Elston is appointed under authority of Section 223.3(1) of the Act and, as such, is responsible for performing the Services in an independent manner. Harold G. Elston may identify himself publicly as the Integrity Commissioner appointed by the City. Harold G. Elston shall be an independent contractor and shall not be considered and shall at no time represent himself to be legal counsel, an agent, or an employee of the City.

The parties hereby acknowledge and agree that Harold G. Elston shall not be entitled to any benefits under any statute or the common law affecting employees. The Corporation shall pay no worker's compensation premiums, provide any health or life insurance, make any contributions on behalf of the Vendor to the Canada Pension Plan, deduct or withhold any amounts on account of employment insurance of federal or provincial taxes or provide the Vendor with any benefits other than as set out expressly herein.

6. Indemnification

The City agrees to Indemnify and save harmless Harold G. Elston from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of or in connection with the provision of services and carrying out of duties as contemplated hereunder, including but not necessary limited to any alleged breach of this agreement, any procedural defect, or any breach of relevant statutory provisions.

7. Insurance - It shall be the responsibility of Harold G. Elston to:

- a) Maintain and keep in force during the term of this contract, Commercial General Liability Insurance with a limit of not less than Two Million

(\$2,000,000.00) and shall include the City as an additional insured with respect to the operations, acts and omissions relating to obligations under this Agreement, such policy to include non-owned automobiles liability, personal injury, broad form property damage, contractual liability, owners' and contracts' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

- b) Maintain and keep in force during the term of this contract, Professional Liability Insurance with a limit of not less than Two million (\$2,000,000.00) per occurrence, subject to an annual aggregate of Two million (\$2,000,000.00) for each member of the firm or partnership or an individual who will perform work on behalf of the City prior to commencement of work and at the beginning of each calendar year during the appointment period.
- c) Provide the City with a Certificate of Insurance detailing the coverage and expiry date for all policies, which certificate shall also show the City as an additional insured.

8. Confidentiality

- a) The Commissioner is entitled to have access to all books, financial records, electronic data processing records, reports, files and all other papers, things or property belonging to or used by the City or a local board that the Commissioner believes to be necessary for an inquiry.
- b) The Commissioner and every person acting under the instructions of the Commissioner shall preserve secrecy with respect to all matters that come to his/her knowledge in the course of his/her Services, save and except that information may be disclosed in a criminal proceeding as required by law or otherwise set out in section 223.5(2) of the Act.
- c) The Commissioner shall comply with the confidentiality provisions of the Act and specifically those requirements set out in sections 223.5, 223.6, 223.7 and 223.8 of the Act, and the requirements of the Code of Conduct.
- d) Except as may be required by law, the Commissioner shall not disclose confidential information that was the subject of a closed meeting under Section 239 of the Act or which could identify a person concerned.

9. Early Termination

The within agreement may be terminated by either party during the term of this agreement, upon 30 days written notice.

The parties hereto acknowledge and agree that it is a condition of this Agreement that Harold G. Elston comply with the City's Code of Conduct, policies and procedures (if applicable) and any By-laws passed by Council, including, but not limited to, any policies or By-laws outlining the procedure for handling complaints or conducting inquiries, and the City shall be entitled to terminate this Agreement without any prior notice and with no cost or penalty should Harold G. Elston be found to have breached this condition, failed to have satisfied any obligation described in the Act, or to have disclosed any confidential information as described in the preceding paragraph.

10. Notice

Any notice required pursuant to this Agreement shall be delivered to the respective parties hereto at the following addresses:

City of Temiskaming Shores:

325 Farr Drive, P.O. Box 250
Haileybury, ON P0J 1K0

Harold G. Elston:

391 First Street, Suite 303
Collingwood, ON L9Y 1B3

Any written notice between the parties hereto which specifically excludes any invoice rendered herein, shall be delivered or sent by pre-paid registered mail addressed to the parties at the respective addresses listed above. Notice shall be deemed to have been received on the date on which notice was delivered to the addresses designated or, in the case of mailing, on the fifth day after the date of mailing.

11. Severability

All paragraphs, terms and conditions of this agreement are severable and the invalidity, illegality or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.

12. Complete Agreement

This agreement, including any schedule hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of this agreement.

13. Enurement

This agreement shall enure to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns.

14. Counterparts

This agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

In Witness Whereof the parties hereto have executed this Agreement as of the day and year first above written.

The City of Temiskaming Shores

Harold G. Elston

The Corporation of the City of Temiskaming Shores

By-law No. 2021-187

**Being a by-law to authorize the entering into a
lease agreement with the Haileybury Food Bank
for rental space at 500 Broadway Street**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

Whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas Council considered Administrative Report No. CS-049-2021 at the December 21, 2021 Regular Council meeting and directs staff to prepare the necessary by-law to enter into a new Five (5) Year Lease Agreement with the Haileybury Food Bank for operations at 500 Broadway Street effective January 1, 2022, at a rate of \$1.00/year, for consideration at the December 21, 2021 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 be authorized to execute an agreement with the Haileybury Food Bank for rental space at 500 Broadway Street, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature to the by-law and schedule, after its passage, where such modifications or corrections do not alter the intent of the by-law or its associated schedules.

Read a first, second and third time and finally passed this 21 day of December, 2016.

Mayor

Clerk



Schedule “A” to
By-law No. 2021-187

Lease Agreement between
The Corporation of the City of Temiskaming Shores
and
Haileybury Food Bank
for rental space at 500 Broadway Street

This agreement made this 21st day of December, 2021.

Between:

The Corporation of the City of Temiskaming Shores
(herein after referred to as the "City")

And:

The Haileybury Food Bank
(herein after referred to as "The Food Bank")

Witnesses that in consideration of the covenants and provisos herein contained, the City hereby permits the Food Bank to occupy and use a portion of certain lands known as the former Haileybury Public Works Administration Office, 500 Broadway Street, situated in the City of Temiskaming Shores, District of Timiskaming, as indicated on attached Appendix 01 to this agreement for a term commencing on the **1st day of January, 2022** and ending on the **31st day of December, 2026.**

Whereas the City is the owner of the property commonly known as the former Haileybury Public Works Administration Office;

And whereas the Food Bank is an unincorporated association of persons dedicated to providing food bank services;

And whereas the City and the Food Bank wish to provide for the operation of a food bank at 500 Broadway Street;

Now therefore, in consideration of the sum of \$1.00/year due on the 1st of May, and other good and valuable consideration paid by the Food Bank to the City, the parties hereto do hereby agree as follows:

Section One – Food Bank's Covenants:

The Food Bank covenants with the City as follows:

1. **Improvements** - The Food Bank shall be entitled to improve the facility from time to time provided such improvements are set out in detail to the City prior to commencement of construction of same, and approval of Council is obtained prior to commencement of construction. All proposals to the City for improvements shall set out the costs to be incurred and the means by which the Food Bank shall pay for same. All improvements, once installed or constructed at the facility shall become the property of the City.

2. **Equipment** - The equipment and fixtures which are owned by the City and which are situated at 500 Broadway Street shall not be removed without the prior written consent of the City.
3. **Cleanliness** - The Food Bank shall maintain the facility in a clean and orderly condition.
4. **Use of Building** – not to permit the Building to be used for any purpose other than to deliver food bank services.
5. **Insurance** – The Food Bank shall provide the City proof of insurance.
6. **Right of Renewal** – The Food Bank shall be required to give written notice of its intention to renew the agreement at least (90) days prior to the termination of this agreement.
7. **Utilities**– The Food Bank shall be responsible for telephone and internet services.

Section Two – City's Covenants

The City covenants with the Food Bank as follows:

1. **Utilities** – The City shall provide heat and hydro to the said facility;
2. **Snow Removal and maintenance** – The City shall be responsible for clearing of snow in the parking area to allow the entry by clients of the Food Bank and volunteers as per the City's regular winter maintenance schedule.

Section Three - Notices

1. **Notice to Terminate** – either party may withdraw or terminate from this agreement by providing at least 90 days notice in the appropriate form.
2. **General** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

Haileybury Food Bank
P.O. Box 353
Haileybury, Ontario
P0J 1K0

Unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

3. **Default** - In the event that either party believes that the other is in default of its obligation under the terms of this agreement, it shall be obliged to give to the other party 30 days notice of the alleged default. The defaulting party shall have the said 30 days to remedy the default, failing which, this agreement shall be null and void and the parties' obligations hereunder terminated.

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

Haileybury Food Bank

Name: _____

Title: _____

Municipal Seal

**The Corporation of the City of Temiskaming
Shores**

Mayor – Carman Kidd

Clerk – Logan Belanger

The Corporation of the City of Temiskaming Shores

By-law No. 2021-188

Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Pavilion at the 2022 PDAC Event in Toronto (Project No. 852-513637)

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 -tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas Council considered Administrative Report No. CS-050-2021 at the December 21, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Mining Showcase at the 2022 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 7 – 9, 2022, in the amount of \$695,000, for consideration at the December 21, 2021 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and the Minister responsible for the Federal Economic Development Agency for Northern Ontario, for funding assistance with the 2022 PDAC Convention, held in Toronto from March 7 – 9, 2022, in the amount of \$695,000, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council; and

3. 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.

Read a first, second and third time and finally passed this 21st day of December, 2021.

Mayor

Clerk



Schedule "A" to

By-law No. 2021-188

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Federal Economic Development Agency for Northern Ontario

as represented by the Minister of Indigenous Services and
the Minister responsible for the Federal Economic
Development Agency for Northern Ontario

Project No. 852-513637



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 852-513637

THIS AGREEMENT made as of: December 7, 2021

BETWEEN

The Federal Economic Development Agency for Northern Ontario (the “Agency”)

As represented by the Minister of Indigenous Services and Minister responsible for the Federal
Economic Development Agency for Northern Ontario

– AND –

**Corporation of the City of Temiskaming Shores
(the "Recipient")**

WHEREAS in response to an application from the Recipient received April 26, 2021, the Agency has agreed to provide a non-repayable Contribution to the Recipient (the Agency and the Recipient collectively referred to as the Parties and individually as a Party) under the Regional Economic Growth through Innovation for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Agency.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Agency (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Agency under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before July 1, 2021 (the "Commencement Date") and is completed on or before June 30, 2022 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Agency.

3.0 The Contribution

3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 100% of the incurred Eligible & Supported Costs of \$695,000 of the Project outlined in Annex 1, and
- b) \$695,000.

3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to April 26, 2021 or later than the Completion Date.

The Agency shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Agency may, at its sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Agency of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Agency shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Agency shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Agency and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Agency in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Agency collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Agency, shall be deemed to be “Canada Information”. The Agency shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as it may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Agency. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Agency.
- b) The Agency shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Agency shall pay to the Recipient the Agency's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Agency's customary payment practices.
- d) The Agency may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Agency may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Agency.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Agency in scope and detail:

- i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Agency no later than six (6) months after the Completion Date or early Termination Date of the Project. The Agency shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Agency may in its absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as it deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Agency may, at the Agency's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Agency;
- b) the Final Report has been submitted to the satisfaction of the Agency;
- c) audits, where required by the Agency have been completed to the satisfaction of the Agency; and
- d) the Agency has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Agency promptly and in any case no later than 30 days from the date of the Agency's demand for payment, the amount of the

Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Agency.

6.6 Sharing Ratios

If the Agency makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Agency is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Agency may, at its sole discretion, make advance payments to the Recipient.

7.0 **Monitoring and Audit**

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Agency to assess the progress of the Project (e.g. work completed to date). Upon request of the Agency and at no cost to it, the Recipient will promptly elaborate upon any report submitted.

7.3 The Agency may request that the Recipient submit a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Agency.

7.4 The Recipient shall provide to the Agency a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.

- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Agency's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Agency to conduct such independent audits and evaluations as the Agency in its discretion may require;
 - b) permit any authorized representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Agency may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Agency shall have the right, at its own expense, and as and when it determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Agency under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Agency, which may include any of the following: Agency Officials, an independent auditing firm, and the Recipient's external auditors. The Agency will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 Representations

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;
- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.

- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Agency in the form of a news release and/or media event. The Agency shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from the Agency), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

10.1 In relation to the Project, the Recipient agrees to:

- a) make available basic communications that target the public in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences); and

- b) provide in both official languages any basic services to be provided or made available to the public.

11.0 Indemnification and Limitation of Liability

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Agency in the performance of its duties.

11.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

- 11.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Agency, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Agency, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Agency, there is a material adverse change in risk;
- f) in the opinion of the Agency, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Agency, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Agency, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Agency may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Agency's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Agency may, in its discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Agency may in its sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Agency that it has taken the necessary steps to correct the condition, failing which the Agency may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Agency may decide.

12.3 Remedies

If the Agency declares that an event of default has occurred, the Agency may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Agency all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Agency at law.

13.0 **General**

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. The Agency may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.
- 13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.
- 13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:
- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;
 - b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
 - c) disclose information which may be required by government policies including a policy related to proactive disclosure.

- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the *Interpretation Act* R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.

- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Agency, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 13.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*, as amended from time to time;
 - b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the *Lobbying Act*;
 - c) at all relevant times it has been, is and will continue to remain in compliance with the *Lobbying Act*;
 - d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
 - e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Agency may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Agency shall be addressed to:

Federal Economic Development Agency for Northern Ontario
107 Shirreff Avenue, Suite 104
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps
Trade Expansion and Export Development
Regional Economic Growth through Innovation

or to such other address as may be designated by the Agency in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

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

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 852-513637

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

The Federal Economic Development Agency for Northern Ontario (the “Agency”)

As represented by the Minister of Indigenous Services and
Minister responsible for the Federal Economic Development
Agency for Northern Ontario

Per: **Perreault, Lucie** Digitally signed by Perreault,
Lucie
Date: 2021.12.07 20:39:43 -05'00'
Name: Lucie Perreault
Title: Program Director, Federal Economic
Development Agency for Northern Ontario
(FedNor)
Date:

RECIPIENT

Per:
Name:
Title:
Date:

Per:
Name:
Title:
Date:

I/we have authority to bind Corporation of the City of
Temiskaming Shores

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: Corporation of the City of Temiskaming Shores

Project Number: 852-513637

I. PROJECT SCOPE

i) Description:

The Corporation of the City of Temiskaming Shores is requesting a contribution to organize the Northern Ontario Mining Showcase (NOMS) pavilion during the Prospectors and Developers Association of Canada (PDAC) International Convention, Trade Show & Investors Exchange to be held in Toronto March 7-10, 2022.

ii) Project Location:

Haileybury, ON

iii) Dates:

- a) Commencement Date - July 1, 2021
- b) Completion Date - June 30, 2022

iv) Key Workplan Activities, Timelines and Milestones:

Specific project activities would include:

- Secure 110 booth spaces to create a 13,200 sq. ft. pavilion;
- Secure 2 meeting rooms;
- Exhibit up to 110 organizations and businesses of the mining supply and services sector from Northern Ontario;
- Coordinate a variety of activities including speaker series and demonstrations;
- Support exhibitor's digital presence;
- Organize international delegations to tour the pavilion/exhibitors;
- Hire a coordinator to work with a pavilion design team, City of Temiskaming Shores and FedNor;
- Develop and implement a promotional strategy, including social media; and,
- Provide ongoing support to exhibitors.

v) Performance Measures and Tracking Plan:

Anticipated outcomes of this 2022 project include:

- Total value of sales of \$10,000,000;
- 35 percent of SMEs with increased export sales;
- A minimum of 75 new jobs created with 100 maintained;

- Attract and increase new business contacts, clients and potential leads that would result in new business and/or expansion of existing business;
- Lead to increased trade opportunities and revenues; and,
- Provide a venue for Northern Ontario SMEs to directly promote their products and services to the world, and increase the region's presence and competitiveness in the marketplace.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$695,000
- Supported	\$695,000	Other Federal	\$0
- Not Supported	\$55,000	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$0
		Other	\$55,000
Total	<u>\$750,000</u>		<u>\$750,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event Facility Rental	\$315,000		\$315,000
Event Facility Rental (participating exhibitors)		\$55,000	\$55,000
Event Costs (Staging)	\$220,000		\$220,000
Consulting Fees	\$83,000		\$83,000
Marketing & Promotion	\$50,000		\$50,000
Travel	\$27,000		\$27,000
TOTAL ELIGIBLE COSTS	<u>\$695,000</u>	<u>\$55,000</u>	<u>\$750,000</u>
<u>Ineligible Costs</u>			\$0
TOTAL INELIGIBLE COSTS			<u>\$0</u>
TOTAL PROJECT COSTS			<u>\$750,000</u>

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:

For greater certainty, Section 10.0 includes:

- a) Make available basic communications that target the public in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences); and,
- b) Provide in both official languages any basic services to be provided or made available to the public.

II. PROJECT FUNDING CONDITIONS

i) Variance of any of the Eligible Supported Costs

Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Agency.

ii) Pre-disbursement Conditions

Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:

- a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Agency.

iii) Advance Payments:

- a) The Agency has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Agency.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Agency:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Agency.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;

- b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
- c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

Annex 2

COSTING MEMORANDUM
Trade Expansion and Export Development

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Agency,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between April 26, 2021 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between April 26, 2021 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Agency related to the Recipient, shall be valued at the cost which, in the opinion of the Agency, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Agency access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Agency, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Agency is advised to ensure that the costs for these services are eligible. The Agency may not contribute to the cost of goods or services that are not, in the opinion of the Agency, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Agency, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

The Corporation of the City of Temiskaming Shores

By-law No. 2021-189

Being a by-law to enter into an agreement with the Culinary Tourism Alliance, Destination Northern Ontario and The Corporation of the City of Temiskaming Shores for the 2022 Feast to Farm Event

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 -tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas Council considered Administrative Report No. CS-051-2021 at the December 21, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with the Culinary Tourism Alliance, Destination Northern Ontario and The Corporation of the City of Temiskaming Shores for the 2022 Feast to Farm Event, for consideration at the December 21, 2021 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with the Culinary Tourism Alliance, Destination Northern Ontario and The Corporation of the City of Temiskaming Shores for the 2022 Feast to Farm Event, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council; and

3. 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.

Read a first, second and third time and finally passed this 21st day of December, 2021.

Mayor

Clerk



Schedule “A” to

By-law No. 2021-189

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Culinary Tourism Alliance and Destination Northern Ontario

2022 Feast to Farm Event



**Partnership Agreement between
Culinary Tourism Alliance
and
Temiskaming Shores
and
Destination Northern Ontario**

This Agreement is made as of December 21, 2021

BETWEEN:

Temiskaming Shores & Destination Northern Ontario, herein referred to as “the Partners”.

AND:

Culinary Tourism Alliance, herein referred to as “CTA”, an organization operating under the laws of the Province of Ontario and having its principal place of business at 260 Adelaide Street East, Suite 153, Toronto, ON M5A 1N1

CONTRACT

This Agreement sets out the terms and conditions pursuant to which the Partner has agreed to support the 2022 Feast On® The Farm event in Temiskaming Shores and its related activities and the deliverables the CTA will provide the Partner about the Agreement (as outlined in schedule A).

NOW THEREFORE in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. INTERPRETATION

Where used in this Agreement, the following terms have the following meanings:

- a) **“Commencement Date”** means the date of execution of this Agreement.
- b) **“CTA Marks”** has the meaning assigned to it in Section 3.2
- c) **“CTA website Site”** means the Internet site of the Feast On® The Farm Events the URL of which is www.ontarioculinary.com
- d) **“Marketing Materials”** has the meaning assigned to it in Section 4.
- e) **“Partner Marks”** has the meaning assigned to it in Section 3.3
- f) **“Partner Web Site”** means the Internet site of the Sponsor, the URL of which is www.temiskamingshores.ca
- g) **“Term”** has the meaning assigned to it in Section 6.

2. PARTNERSHIP FEE



In exchange for the designation, “Feast On® The Farm Hosting Partner”, along with program benefits laid out in Schedule A, Destination Northern Ontario (on behalf of the City of Temiskaming Shores) will pay a fee of \$15,000.00 CAD*, to the Culinary Tourism Alliance plus HST.50% due January 1, 2022 (whichever comes first) or beginning of fiscal year and balance due upon delivery of event.

3. PARTNER DELIVERABLES

CTA shall recognize the Partner as outlined in Schedule A for the term of this Agreement.

INTELLECTUAL PROPERTY AND USE OF MARKS

Right to Use CTA Marks

The Culinary Tourism Alliance (CTA) hereby grants the Partner a limited, non-exclusive and non-transferable license to use the CTA marks (as defined below) in Canada and on a royalty-free basis, for promoting the partnership of the Feast On® The Farm Events and its related activities from Dec 16, 2021 to Oct 31, 2022 in advertising promotional activities or materials as set forth herein.

For the purposes of this Agreement, the term “CTA Marks” means the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of CTA which are associated with the Feast On® The Farm Events and its related activities. Notwithstanding anything to the contrary herein, the Marks will remain the property of the CTA.

The CTA will in the form and format specify all uses of the Marks. The Partner will not use the Marks without the prior, express, written consent of the CTA. Notwithstanding the foregoing, the Partner will not use Marks in a manner that would impair the validity or enforceability of the Marks, harm the reputation of the CTA, or in any way disparage or dilute the Marks.

The Partner recognizes the goodwill attached to the Marks belonging to the CTA and agrees that it shall not use the Marks in such a manner that confusion may arise in the public mind as to the products or services for which the license being set forth herein is being granted. All uses of the Marks by the Partner will ensure the sole benefit of the CTA.

Right to Use the Partner Marks

The Partner hereby grants the CTA a non-exclusive and non-transferable license to use the Partner Marks (as defined below) in Canada and on a royalty-free basis, for promoting the Partnership of the Feast On® The Farm Events and its related activities from Dec 16, 2021 to Oct 31, 2022 in advertising promotional activities or materials as set forth herein.

For the purposes of this Agreement, the term “Partner Marks” means those Partner trade-marks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia, which are owned by the Partner. The Partner hereby represents and warrants to the CTA that it has the right to grant the license herein. Notwithstanding anything to the contrary herein, the Partner Marks will remain the property of the Partner.

The CTA will not use the Partner Marks without the prior, express, written consent of the Partner. Notwithstanding the foregoing, the CTA will not use the Partner Marks in a manner that would



impair the validity or enforceability of the Partner Marks, harm the reputation of the Partner, or in any way disparage or dilute the Partners Marks.

The CTA recognizes the goodwill attached to the Partner Marks and agrees that it shall not use the Partner Marks in such a manner that confusion may arise in the public mind as to the products or services for which the license being set forth herein is being granted. All uses of the Partner Marks by the CTA will ensure the sole benefit of Partner.

The Partner hereby grants to the CTA the non-exclusive, non-transferable, revocable right to display the name, logo, service marks, trademarks, trade names, taglines, URL or other proprietary designation of the Partner in Canada for use in:

- a) All lists of donors or sponsors of Feast On® The Farm Events;
- b) Specific recognition and promotion documents, as described in Schedule A and
- c) As otherwise agreed, to in writing by the Partner.

4. APPROVALS OF MARKETING MATERIALS

During the Term, all advertising, news releases, copy, web content including links and hyperlinks, artwork, videos, still or movie photography, products, written resources and all other materials of any type created by or for a party about this Agreement ("Marketing Materials") shall require the prior written approval of both parties before being printed, published, posted, erected, circulated or otherwise used or implemented.

Each party shall provide the other party with drafts of all Marketing Materials at its earliest opportunity. Each party shall review such Marketing Materials and respond to the other party within three (3) business days. If the material is not approved within the 3 business days, it shall be deemed not approved.

Marketing Materials shall be used solely for the purposes contemplated by this Agreement, which for greater certainty includes the promotion of Partners products or business. Upon termination or expiration of this Agreement, neither party may use any Marketing Materials created during the Term without the prior written consent of the other party.

All Marketing Materials produced, created or delivered by a party pursuant to or because of this Agreement will be and remain such party's absolute property forever, including (but not limited to) title, interest, and copyright.

5. ANNOUNCEMENTS

The CTA will not make or permit any person to make any public announcement (including, for the avoidance of doubt, any press release or publicity event) concerning or connected with this Agreement without the prior written consent of the Partner (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority or by any court or other authority of competent jurisdiction.

6. TERM AND RENEWAL

This Agreement is effective from the Commencement Date, Dec 21, 2021 to Oct 31, 2022



This Agreement may be renewed for a subsequent period and upon conditions determined by the parties upon written notice given by the Partner to the CTA, at any time up to thirty days (30) prior to the expiration of the Agreement.

7. TERMINATION

Without prejudice to any other rights or remedies which it may have either party may terminate this Agreement immediately by written notice to the other party if such party materially breaches this Agreement and fails to cure such breach within thirty (30) Business Days of receipt of written notice of such breach by the non-breaching party. The failure to remedy the breach or misconduct in that 30-day period will result in the termination of the Agreement. A material breach includes, without limitation, a breach of the Partnership Fees obligation (Section 2) or use of Intellectual Property and Marks, (Section 5).

In the event of early termination by the CTA pursuant to Section 9.1 The CTA shall reimburse the portion of the Partner fees paid for the then current year in an amount prorated to the time in the year of the termination (e.g., if terminated in the third month of such year, the CTA shall reimburse seventy-five percent (75%) of the Partnership Fees paid for such year.) In the event of early termination by the Partner pursuant to Section 10.1, the CTA shall reimburse no portion of the Partnership due and payable for the current year.

Either party may terminate this Agreement immediately upon notice to the other party in the event the other party makes an assignment for the benefit of creditors, files an involuntary petition in bankruptcy or is adjudicated bankrupt or insolvent, has a receiver appointed for any portion of its business or property, or has a trustee in bankruptcy or trustee in insolvency appointed for it.

8. CONFIDENTIALITY

All terms of this Agreement are confidential, and neither party shall publicly divulge or announce any information revealed to it by the other party, or any information relating to this Agreement, without the prior written consent of the other party, unless such information:

- a) Becomes known to the public without fault or breach on the part of the receiving party;
- b) Is received by receiving party from a third party without breach of a non-disclosure obligation and without restriction on disclosure.
- c) Is information that the receiving party can show with documentary evidence was in its possession prior to disclosure by the disclosing party.
- d) Is independently developed by receiving party's personnel having no access to similar confidential information obtained from disclosing party; or
- e) Is required to be disclosed by applicable law or court order.

9. LIMITED LIABILITY

Neither party shall be liable to the other for any indirect, consequential, or special damages or lost profits resulting from a breach or default by the other party.



10. NOTICE

Any notices provided under this Agreement must be in writing, and delivered to the following addresses:

If to the Partner:

James Franks
Economic Development Officer
P.O. Box 2050, 325 Farr Drive
Haileybury, Ontario
P0J 1K0

If to the Culinary Tourism Alliance:

Rebecca Mackenzie, President & CEO
Culinary Tourism Alliance
260 Adelaide Street East, Suite 153
Toronto, Ontario
M5A 1N1

IN WITNESS WHEREOF the parties have executed this Agreement in the City of Temiskaming Shores Ontario on the 21st day of Decemeber 2021.

Per: _____

Client Name (print): _____
Destination Northern Ontario

Per: _____

Carman Kidd, Mayor
City of Temiskaming Shores

Per: _____

Logan Belanger, Clerk
City of Temiskaming Shores

Per: _____

Culinary Tourism Alliance
Rebecca Mackenzie, President & CEO



Schedule A – Feast On® The Farm Event Hosting Partnership Deliverables

- Logo and link on ontarioculinary.com Feast On® The Farm Events page
- 2 Guest Passes to Feast On® The Farm Consumer Event in host destination
- 2 Guest Passes to Feast On® The Farm Industry Event in host destination
- Block-ad on ontarioculinary.com/feastonthefarm page with your company name, logo and link to your website
- Customized “Stay and Play” blog content on www.ontarioculinary.com
- Ability to provide opening remarks to Feast On® The Farm Consumer and Industry Event attendees
- Opportunity to approve participating Feast On® certified restaurants to participate in the events
- Opportunity to contribute local products into the swag bags for both consumer and industry events
- Access to digital content captured by CTA during the event (photographs, video etc.)

Marketing Exposure

- Inclusion in @OntarioCulinary Twitter Promotions
- Inclusion in @OntarioCulinary Facebook Promotions
- Inclusion in @OntarioCulinary Instagram Promotions
- Destination brand mention is all relevant advertising including but not limited to:
 - Great Taste of Ontario Special Report in partnership with the Globe & Mail



Feast On® The Farm Zero Waste Event Guidelines

For the Feast On® The Farm Events we aim to strive for zero-waste events, and we are asking you to take that step with us. As a partner of the events, you must agree to the following guidelines.

What is a Zero-Waste event?

Our goal first and foremost is to reduce the amount of landfill waste produced. There will be no trash cans at the event. Instead, Zero-Waste Stations for recycling and composting collection will be available to delegates at several locations. Our endeavor will also include efforts to reduce the number of items to be recycled/composted.

Our guidelines include:

Packaging:

- There will be no single use plastics permitted (plastic products that are designed to be used once and then disposed of)

Paperless:

- No printed programs
- Limited paper collateral – only pre-existing destination promotional materials – nothing custom made for event.
- Minimal signage will be printed

Food:

- The CTA prioritizes renting all plate ware or alternatively, the purchase of biodegradable plate ware. Participating chefs are encouraged to create edible vessels
- Biodegradable napkins must be used
- When possible depending on the location of events, the CTA will work with Second Harvest & FoodRescue.ca to rescue all remaining food items, providing the food has not been exposed to the public and has been stored safely throughout the day.

Beverage:

- The CTA prioritizes renting all glassware
- No straws – plastic or otherwise!

The Corporation of the City of Temiskaming Shores

By-law No. 2021-190

Being a by-law to enter into an agreement with EXP Services Inc. for the finalization of design, tender preparation and Contract Administration for the municipal portion of the Grant Drive Extension

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

Whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas Council considered Administrative Report No. PW-026-2021 at the December 21, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with EXP Services Inc. for the finalization of design, tender preparation and Contract Administration for the municipal portion of the Grant Drive Extension at a cost of \$ 34,350.00, plus applicable taxes, for consideration at the December 21, 2021 Regular Council meeting.

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

1. That Council authorizes the entering into an agreement with EXP Services Inc. for the finalization of design, tender preparation and Contract Administration for the municipal portion of the Grant Drive Extension at a cost of \$ 34,350.00, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 21st day of December, 2021.

Mayor

Clerk



Schedule “A” to

By-law 2021-190

Agreement between

The Corporation of the City of Temiskaming Shores

and

EXP Services Inc.

for the finalization of design, tender preparation and Contract Administration for
the municipal portion of the Grant Drive Extension

This agreement made this 21st day of December 2021.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

and

EXP Services Inc.
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described within this Agreement.
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents as itemized in Appendix 01, a copy of which is hereto attached and forming part of this agreement; and
- c) Complete, as certified by the Manager Environmental Services, all the work by **May 6, 2022**.
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Thirty-Four Thousand, Three-Hundred and Fifty Dollars and Zero Cents (\$34,350.00) plus applicable taxes, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Manager shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where,

during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

EXP Services INC.

P.O. Box 1208, 310 Whitewood Avenue West
New Liskeard, Ontario
P0J 1P0

The Owner:

City of Temiskaming Shores

P.O. Box 2050, 325 Farr Drive
Haileybury, Ontario
P0J 1K0

The Manager of Environmental Services:

Steve Burnett

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

Remainder of Page left blank intentionally

Signed and Sealed in
the presence of

Bradley Gilbert, Project Manager

Mayor – Carman Kidd

Clerk – Logan Belanger



Appendix 01 to
Schedule "A" to

By-law No. 2021-190

Form of Agreement



December 3rd, 2021

City of Temiskaming Shores
325 Farr Drive
Haileybury of Temiskaming Shores
P0J1K0

Attention: Steve Burnett, Manager of Environmental Services

Re: Grant Drive Extension

EXP Services Inc. (EXP) appreciates the opportunity to submit this proposal for the above-referenced project.

Background

It is our understanding that you have requested a quotation for the design of Grant Drive from Wilson Avenue to Highway 65.

Project Scope and Deliverables

Based on the project's background EXP's scope for this project will include the following:

- Detail design of finalized roadway and drainage.
- Preparation of design drawings, details, and typical sections.
- Preparation of contract specifications.
- Preparation of tender documents.
- Contract administration and inspection.

Drainage and Hydrology

The Drainage and Hydrology component of the project will include a detailed review of all relevant background information, site investigation to document existing drainage infrastructure, liaison with the City field staff and external agencies, and preparation of catchment area drawings. EXP will design erosion protection for ditching at inlets and outlets of culvert, if necessary.



Road Design

The road design will begin with preliminary drawings based on the topographic survey. The plan will show the existing utilities, surface and subsurface infrastructure, and the geometrics of the roadway. With this information, horizontal and vertical alignments can be established.

The granular thickness for the proposed road reconstruction will be determined based on the geotechnical investigation results and traffic requirements. This thickness, as well as the proposed grades, will be shown on a typical cross-section diagram to be included in the contract drawings.

Contract Drawings

This phase of the work involves preparing detailed drawings and specifications within the framework established during the preliminary design. Throughout this phase, project control will be maintained by close communication with the Project Team and the City.

EXP will prepare detailed construction drawings in AutoCAD Civil 3D format. Standardize plan sizes and scales in consultation with City design standards. These drawings will show plan and profile, augmented with cross-sections and detailed drawings as required.

Plans and profiles will be drawn to a horizontal scale of 1:500 and a vertical scale of 1:100, subject to the requirements of the City. The north point will be shown on each plan, together with the names of streets, lot numbers and frontage dimensions obtained from existing City plans.

Design details of standard unit so construction, such as maintenance holes and pipe bedding, will be presented on standard drawings at appropriate scales. Plans will show the locations of all known existing utilities both underground and on the surface, all existing topographical features, including embankments, buildings, mature trees, entrances, signs, fences, etc. in proximity to the work.

Profiles will show the existing and finished surface profile, the approximate location and elevation of known existing utilities that will be intersected by the new work, and any available soils information.

A general plan will be prepared depicting a summary of all proposed facilities and services at an appropriate scale. A location plan at an appropriate scale will be provided, showing the geographic location for the project.

The manner of presentation of the work in the plan form, the rendering of detail in line diagrams, the dimensioning and lettering and all other drafting work will be carried out in a professional and skilled manner, to ensure that the work is presented in an orderly fashion, the facilities and structures are shown in recognizable manner, and that the wording on the plans is simple and concise, grammatically correct, and completely legible.



Technical Specifications

EXP will prepare Technical Specifications (detailed design justification and calculation reports, construction drawings, etc.) for the construction of proposed works as follows:

- Miscellaneous quantity calculations and take-offs for each item.
- Compilation of Summary Quantity Sheets.
- Preparation of a tender item list with Special Provision references.
- Assemble Tender Form, Contract Special Provisions and Contract Item Specific Special Provisions.
- Prepare a 90% complete cost estimate.

A pre-tender review of the contract package would be held with the City at this stage followed by updating the drawings and specifications with any recommendations.

Tender Assistance

EXP will prepare Tender Documents in accordance with procurement procedures to hire contractors for execution of the work. In addition, we will ensure that required approvals are in place prior to tendering and that all contract documents are complete and contain sufficient detail necessary for the construction of the works. One (1) set of contract documents (drawings and specifications) would be provided to the City for information/reference purposes during tendering process.

During Tendering, we will coordinate the publication of the call

for tenders and the issuing of all tender documents. During the tendering period, we will respond, in writing, to all questions and requests for information. If, because of questions or other circumstances, we realize a need for changes to the tender, an addendum will be issued to all bidders.

Following the closing of tenders, EXP will complete a bid comparison and review of all tenders, submitting a final tender recommendation to the City.

EXP will prepare three (3) sets of contract documents with Agreement, for Contractor / City execution after contract award.

Contract Administration

General

During construction, Project Management shall consist of contractor design interpretation, composition of Contract Change Orders, checking and processing of the contractor's monthly progress draw, preparing status reports and liaison with the Contractor and City.

EXP will prepare the final invoice of construction costs and make recommendation on the release of the Construction Lien and Maintenance Holdback.

Programing Scheduling and Permitting

The key professional staff of the engineering consulting team will interpret all drawings and specifications as may be required to ensure compliance of all provisions of the contract documents by the construction Contractor. EXP will work with the Project Team and the construction Contractor in matters relating to permits, licenses, right-of-way, and similar matters, which are required by the City. EXP will review the



contractor's schedule at the beginning of construction, and every two weeks thereafter. We will also identify any scheduling issues, advise the City, and establish corrective measures with the contractor if required.

Reports and records

EXP will co-ordinate submission, review and record keeping of shop drawing submissions by the Contractor. EXP will also respond to requests for clarification by the Contractor through consultation with the City and issuing of Instruction Notice to Contractor to address each issue raised. The Project Manager will attend to, and report on, public complaints concerning execution of the works.

Site Records Contract Document Modification

EXP will maintain, as appropriate, at the site and/or at the office, record copies of contracts, engineering drawings, vendor catalogues and drawings, codes and standards, survey records, work measurements, test logs, samples, revisions, change order information, and related documents, and will distribute them as required. EXP will revise contract drawings as needed to ensure compliance with the contract documents. The Project Manager will revise contract specifications when necessary for the proper guidance and coordination of selected materials and equipment conforming to the contract documents.

Construction Inspection

Field Supervision

EXP will ensure that the contractor has all required approvals prior to commencing construction and will confirm that all permanent works are constructed according to the approved design and specifications. EXP will issue "approval to proceed" memoranda based on approval of the construction contractors' proposals for the construction of each item of the works. EXP will have the right to reject works that are not, or cannot be made, acceptable. EXP will confirm and approve the construction Contractors' proposals for temporary works and construction methods.

The key professional staff of the engineering consulting team will assist the Contractor in developing alternative methods to overcome unforeseen obstacles to the performance or progress. The field inspector will carry out site inspection to verify that the construction works are in accordance with the drawings, contract documents and specifications. Areas of non-compliance with the Contract will be identified, including maintenance of a "live" deficiency list and EXP will then notify the City and Contractor through Instruction Notices as to corrective measures required.

Manage Quality Control

EXP will verify that the Contractor maintains adequate numbers of professionally and technically qualified staff, to execute the works in a proper manner. EXP will ensure all QC/QA samples are properly taken and that test results are entered into EXP forms, evaluated, and submitted to client.

Field Meetings

The Project Manager / Supervising staff will attend bi-weekly site meetings with the Contractor to review progress of the works, construction scheduling, difficulties encountered, and any other matters affecting project construction. As required, EXP will propose solutions to overcome construction issues and present the solutions to the City for approval.



Managing Change Orders

EXP will liaise with the design team as required to identify upcoming issues and review any requested changes to the design. EXP will carry out additional investigations and additional surveys, including revision of contract designs or provision of design changes, if it is deemed necessary during the construction. The contractor will be instructed to carry out the work identified on the revised design provided that the basic intent of the approved detail design is not altered, and the overall contract cost is not impacted. If EXP proposes a design change that alters the design parameter and/or overall contract cost, EXP will present for the approval of the City, any changes to the contract documents that we believe are in the best interest of the City. EXP will, provide the necessary information on any effects the changes may have on contract costs and time, and prepare all necessary change orders including alteration of plans, specifications, and other details for the approval of the City.

Daily Diaries

EXP will keep daily records of the progress of works at the construction site as well as record all issues on site (using photographs, notes, sketches) which affect the project schedule caused by changes in project scope.

Exclusions

The following work is excluded from this fee proposal:

- Any work not identified in the Project Scope and Deliverables.
- Contract Administration/ Inspection.

Schedule

It is anticipated that design will begin within two weeks of signed work authorization.



Professional Fees

Our Lump Sum fee to complete the above scope of work will be **\$34,350.00 (Excluding H.S.T.)**

Description of Tasks	Total Project Costs
Project Management	\$1,470.00
Finalization of Detailed Design	\$10,315.00
Assistance with Tender	\$985.00
Contract Administration and Inspection	\$21,580.00
Total (Excluding HST)	\$34,350.00

Should additional services be required beyond the Project Scope, additional fees will be charged on a time and expense basis according to the following rate schedule:

Senior Engineer	\$180/hr
Project Manager	\$115/hr
Computations/Drafting (Technician)	\$65/hr
Survey Crew	\$150/hr
Expenses (Accommodations, Travel)	At Cost
Meals	\$60/day
Mileage	\$0.69/km

Yours truly,

EXP Services INC.

Bradley Gilbert, A.Sc.T., rcsi
Project Manager

Attach:

Work Authorization
Cost Estimate and Time Allotment Matrix



EXP Services Inc.
310 Whitewood Ave West, PO Box 1208
New Liskeard, ON P0J 1P0

Telephone: 705-647-4311
Facsimile: 705-647-3111

Client Name: ("CLIENT")	City of Temiskaming Shores		
Address:	325 Farr Drive		
Attention:	Steve Burnett		
Contact Email:	sburnett@temiskamingshores.ca	Project Number:	To be determined
Contact Phone:	705-672-3363 x4132	Contact Fax:	705-672-3200
EXP Services Inc. ("CONSULTANT") is authorized to provide services at:			
Project Name:	Grant Drive Extension		
Project Location:	Temiskaming Shores, Ontario		
The services to be performed are limited to: Scope of Services provided in the attached Quotation Letter dated November 30, 2021			
Project Manager:	Brad Gilbert, A.Sc.T, rcsi, Project Manager		
Charges for the services: \$ 34,350.00 (Excluding H.S.T) As per Attached Quotation Letter dated December 3rd, 2021			
Report Distribution:	Steve Burnett, Manager of Environmental Services		
Please return one signed copy of this work authorization as confirmation of your requirement and as your authorization for EXP to proceed.			
TERMS AND CONDITIONS			
Services to be provided in accordance with the Terms and Conditions attached. CLIENT'S signature below indicates acceptance of the attached Terms and Conditions.			
EXP SERVICES INC.		City of Temiskaming Shores	
<i>Signature:</i> _____ <i>I have the authority to bind the company</i>		<i>Signature:</i> _____	
<i>Print Name:</i> _____		<i>Print Name:</i> _____	
<i>Date:</i> _____		<i>Date:</i> _____	

WORK AUTHORIZATION

The CLIENT acknowledges and agrees that EXP may, at its sole discretion, hold back issuance of final reports or other deliverables until payment of all past due amounts has been received.



TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED.** The signing of the Work Authorization form attached to these Terms and Conditions, which together with CONSULTANT's proposal shall collectively be referred to as the Agreement, will serve as written authorization for CONSULTANT to proceed with the services called for in this Agreement.
2. **EXTENT OF AGREEMENT.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement between CONSULTANT and CLIENT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both CLIENT and CONSULTANT.
3. **CHANGES.** Work beyond the scope of Services or redoing any part of the Services through no fault of CONSULTANT, shall constitute extra work and shall be paid for on a time and material basis in addition to any other payment provided for in this Agreement. In the event, CONSULTANT's work is interrupted due to delays other than delays caused by CONSULTANT, CONSULTANT shall be compensated based on CONSULTANT's current Fee Schedule for the additional labour or other charges associated with maintaining its work force for CLIENT's benefit during the delay, or at the option of the CLIENT, for charges incurred by CONSULTANT for demobilization and subsequent remobilization. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by CONSULTANT at the commencement of this Agreement, CONSULTANT shall notify CLIENT in writing of the newly discovered conditions or circumstances and the impact on the Agreement. CLIENT and CONSULTANT agree to negotiate in good faith any changes to the price, terms and conditions, or schedule of this Agreement. Written notice of changes will be provided by CONSULTANT to the CLIENT by Change Order for the CLIENT's approval.
4. **PAYMENT.** CONSULTANT shall invoice CLIENT periodically for the services performed under this Agreement, including laboratory services, if required. Compensation for such services shall be in accordance with CONSULTANT's current Fee Schedule or the terms of the proposal, which do not include applicable taxes. CLIENT shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month (18% per year) from the date of billing until paid. The invoice amounts shall be presumed to be correct unless CLIENT notifies CONSULTANT in writing within fourteen (14) days of receipt. Progress billings, when paid, represent acceptance by CLIENT of the invoiced services performed by CONSULTANT. The CLIENT agrees to pay legal fees and costs necessary to collect on past due accounts. If CLIENT fails to pay an invoice when due, CONSULTANT may suspend all services until such invoice is paid in full.
5. **PERMITS, UTILITIES AND ACCESS.** Unless otherwise provided, the CLIENT shall apply for and obtain all required permits and licenses. The CLIENT warrants that it has made all necessary arrangements for right to entry to provide CONSULTANT access to the site for all equipment and personnel at no charge to CONSULTANT. The CLIENT shall also provide CONSULTANT with the location of all underground utilities and structures in the vicinity of the work area, unless otherwise agreed in writing. While CONSULTANT will take all reasonable precautions to minimize any damage to the property, the CLIENT agrees to hold CONSULTANT harmless for any damages to any underground subsurface structures or any damage required for right of entry.
6. **COST ESTIMATES.** If CONSULTANT provides an estimate of probable costs or a budget for the Work that is developed by CONSULTANT during the performance of the Scope of Services, the CLIENT hereby acknowledges that neither CONSULTANT nor CLIENT has control over other professional fees, land development, or other costs related to the entire Project. Therefore CONSULTANT does not warrant or represent the Project costs will not vary from the Project Budget. Neither CONSULTANT nor the CLIENT has control over the cost of labour, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. CONSULTANT therefore does not warrant or represent that bids or negotiated prices will not vary from the estimate of probable construction cost.
7. **DISPUTES.** Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each Party, 2) by executive management of each Party, 3) by mediation, 4) by arbitration if both Parties agree or 5) through the court system in the Province of Ontario.
8. **STANDARD OF CARE.** CONSULTANT shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends a warranty or guarantee, express or implied.
9. **INDEMNITY.** Notwithstanding any other provision of this Agreement, the CLIENT agrees to indemnify, defend and hold harmless CONSULTANT, its officers, directors, employees and subconsultants (collectively "CONSULTANT") against all damages, liabilities or costs including reasonable legal fees and defense costs arising out of or in any way connected with this Project or the performance of the services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by CONSULTANT.
10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages from any cause in any way related to the project or the Agreement, shall not exceed the fees paid to the CONSULTANT. CONSULTANT shall not be liable for any incidental, indirect or consequential damages

arising out of or connected in any way to the Project or this Agreement. CLIENT and CONSULTANT agree that any legal actions arising directly or indirectly from this Agreement and/or CONSULTANT's performance of the Services shall be filed no later than two years from the date the Services have been performed.

11. **RESPONSIBILITY.** CONSULTANT is not responsible for the completion or quality of work that is dependent upon information provided by or services performed by the CLIENT or third parties not under the direct control of CONSULTANT. CONSULTANT is not responsible for the acts or omissions or for any damages resulting from the actions of such parties. CONSULTANT does not assert control or assume responsibility for a Contractor not retained directly by CONSULTANT or over a CLIENT's employees, work site, work methods or property.
12. **OWNERSHIP AND CONFIDENTIALITY.** Unless otherwise agreed to by the parties in writing, all documents (including reports, drawings and specifications, and electronic or digital copies) required to be prepared by or on behalf of CONSULTANT in connection with the Services will become the property of the CLIENT upon full and final payment of the Compensation. The copyright and all intellectual property in the documents and designs shall be retained by CONSULTANT. CONSULTANT hereby grants to CLIENT a non-exclusive right and royalty-free license to use, disclose and reproduce the documents solely for the purpose of the project. CLIENT will not distribute or convey CONSULTANT's reports or recommendations to any person or organization other than those identified in the project description without CONSULTANT's written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify, protect and hold harmless CONSULTANT from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. Information provided by either party with respect to the project's design, supplies, management, costs, description or other pertinent information are confidential. The parties agree not to disclose such information to third parties unless necessary to the project's execution or already a matter of public knowledge.
13. **FIELD REPRESENTATION.** The presence of CONSULTANT's or its subcontractors' field personnel, may be required for the purpose of providing project administration, assessment, observation and/or field testing. Should a contractor(s) not retained by CONSULTANT be involved in the project, CLIENT will advise such contractor(s) that CONSULTANT's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. CLIENT will also inform contractor that the presence of CONSULTANT's field representative for project administration, assessment, observation or testing, will not relieve the Contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If a contractor is involved on the project, CLIENT agrees CONSULTANT shall not be responsible for working conditions on the job site including the safety and security of persons or property.
14. **ENVIRONMENTAL CONDITIONS.** CLIENT shall have responsibility and liability for the environmental conditions on the site. Without limiting the generality of the foregoing, CONSULTANT shall have no liability to the CLIENT or any third party for Mould Related Claims, contaminants, or any other hazardous, dangerous or toxic substance. For the purposes of this section, Mould Related Claims means any claim arising out of or resulting from the actual, alleged or threatened existence, effects, ingestion, inhalation, abatement, testing, monitoring, remediation, enclosure, decontamination, repair, removal or the actual or alleged failure to detect Mould, Mildew or other Fungus in any form. Mould, Mildew, or other Fungus means any plant-like group that does not produce chlorophyll and derives food either by decomposing organic matter from dead plants and animals or by parasitic attachment to living organisms or any substance specifically or commonly referred to as mould, mildew, or fungus, and includes any and all mycotoxins, spores, scents, or other byproducts that are produced by the above-described groups or substances. CLIENT shall be responsible for and promptly pay for the removal and lawful disposal of Mould, Mildew, or other Fungus, contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the site shall result in the issuance of a Change Order to the extent that the services of CONSULTANT are impacted.
15. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of termination, CLIENT shall pay for all charges for work performed and demobilization by CONSULTANT. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
16. **SOLICITATION.** Neither Party will, directly or indirectly, for a period of two years from the expiration date of this Agreement, solicit for employment or any other engagement the services of any person who is now employed by the other Party or any affiliate, except in the course of general recruitment efforts.
17. **ASSIGNMENT.** Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other.
18. **GOVERNING LAW.** This Agreement is governed by the laws of the Province of Ontario.

Cost Estimate and Time Allotment Matrix

Project: Grant Drive Extension (Wilson Ave to Hwy 65)
Client: City of Temiskaming Shores
Date: December 3, 2021



Engineering	Nolan Dombroski		Brad Gilbert		Terry Pascoe		Chad Chenette		Eric Leveille		Michael Boyce		Admin. Ass't.					
DESCRIPTION of TASKS	Senior Engineer P.Eng \$180		Project Manager A.Sc.T. \$115		Civil Designer B.Eng \$90		Civil E.I.T. E.I.T. \$90		CAD Tech C.Tech \$65		Inspector CET \$80		Admin. Ass't. \$75		Disbursements		TOTAL PROJECT COSTS	
	Hours Estimate Actual		Hours Estimate Actual		Hours Estimate Actual		Hours Estimate Actual		Hours Estimate Actual		Hours Estimate Actual		Hours Estimate Actual		Estimate	Actual	Labour Estimate	Labour + Disb.
1.0 Project Management																		
Project Start-Up	1		1										1				\$ 370	\$ 370
Start-Up Meeting/Obtain Background Information/Site Visit			2				2										\$ 410	\$ 410
Project Administration			6														\$ 690	\$ 690
2.0 Finalization of Detailed Design																		
Design Road Alignments					4		5										\$ 810	\$ 810
Corridor Modelling of Road Reconstruction (Road Design)					6		20										\$ 2,340	\$ 2,340
Prepare New Construction/Removals Drawings			1		4		10		20								\$ 2,675	\$ 2,675
Prepare Typical Sections and Details			1		2		3		8								\$ 1,085	\$ 1,085
Identify Contract Items and Quantities					2		2		4								\$ 620	\$ 620
Prepare Contract Specifications					4		10		15				2				\$ 2,385	\$ 2,385
Issue 90% Drawings for Review			1				1		3								\$ 400	\$ 400
3.0 Assistance with Tender																		
Tender Package Preparation							2						1				\$ 255	\$ 255
Tendering Assistance			1				1										\$ 205	\$ 205
Respond to Bidders Inquiries during Tender Period & Issue Addenda			1				2										\$ 295	\$ 295
Attend tender Opening and Prepare Tender Recommendation Report			2														\$ 230	\$ 230
4.0 Contract Administration and Inspection																	\$ -	
Contract Administration	1		20										3				\$ 2,705	\$ 2,705
Contract Inspection											220						\$ 17,600	\$ 17,600
As-Built Drawings									10								\$ 650	\$ 650
Quality Assurance Report											5		3				\$ 625	\$ 625
	2		36		22		58		60		225				\$ -		\$ 11,785.00	\$34,350.00
Total price (Excluding H.S.T.)																	\$34,350.00	

The Corporation of the City of Temiskaming Shores

By-law No. 2021-191

**Being a by-law to amend By-law No. 2012-039, as amended
being a by-law to adopt Schedules of Departmental User Fees
and Services for the City of Temiskaming Shores – Schedule
“D” Recreation Fees**

Whereas Section 391(1) of the Municipal Act S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control; and

Whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2012-039 on April 3, 2012 to adopt Schedules of Departmental User Fees and Service Charges for the City of Temiskaming Shores; and

Whereas Council considered Memo No. 015-2021-RS at the December 21, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to amend By-law 2012-039 (Fees By-law) to update Recreational Fees for 2022 to 2024, for consideration at the December 21, 2021 Regular Council meeting.

Now therefore The Corporation of the City of Temiskaming Shores enacts the following as a by-law:

1. That Schedule “D” to Fees By-law No. 2012-039, as amended be deleted in its entirety and replaced with Schedule “A”, a copy attached hereto and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 21st day of December, 2021.

Mayor

Clerk

Recreation Department Fees

Prices plus HST (where applicable)

Arenas

Haileybury / New Liskeard Arena Hourly Ice Rates			
Category	Season		
	2022	2023	2024
Non-Profit – Youth	\$ 100.00	\$ 102.00	\$ 104.04
Prime Time Ice	\$ 140.00	\$ 142.80	\$ 145.66
Non-Prime Ice*	\$ 82.00	\$ 83.64	\$ 85.31
New Liskeard Cubs U18	\$ 112.00	\$ 114.24	\$ 116.52
School	\$ 70.00	\$ 71.40	\$ 72.83
*Note: Non-Prime Ice is available from September 1 st to April 30 th , Monday to Friday from 6am to 4pm excluding holidays, and school breaks.			

Haileybury / New Liskeard Arena Hourly Floor Surface Rates			
Category	Season		
	2022	2023	2024
Floor – Per Hour (Maximum of 4 Hours)	\$ 45.00	\$ 45.90	\$ 46.82
Non-Profit per day	\$ 350.00	\$ 357.00	\$ 364.14
Local Commercial Event per day	\$ 665.00	\$ 678.30	\$ 691.87
Non-Resident Commercial Use	\$ 931.00	\$ 949.62	\$ 968.61
Note: Second day of a daily rental will be charged at 50% of the regular rate.			

Outdoor Facilities and Sport Programs

Minor Sports Program	
Minor Sport	Registration Fee
Minor Ball	\$ 50.00 annually

Ball Fields			
Category	New Liskeard / Haileybury / Dymond		
	2022	2023	2024
Per Game / Practice	\$ 35.00	\$ 35.70	\$ 36.41
Tournament / Day	\$ 130.00	\$ 132.60	\$ 135.25
Minor Ball / Game	\$ 28.00	\$ 28.56	\$ 29.13

Soccer Fields			
Category	New Liskeard / Haileybury / Dymond		
	2022	2023	2024
Per Game / Practice	\$ 30.00	\$ 30.60	\$ 31.21

Tennis Courts			
Category	2022	2023	2024
Daily Rental	\$ 20.00	\$ 20.40	\$ 20.81

Municipal Halls and Event Spaces

New Liskeard Riverside Place: 55 Riverside Drive			
Category	2022	2023	2024
Private Rental *	\$ 505.00	\$ 515.10	\$ 525.40
Second Day Rental	\$ 255.00	\$ 260.10	\$ 265.30
Not-for-Profit Daily Rental	\$ 255.00	\$ 260.10	\$ 265.30
Private Weekly Rental (M-F)	\$ 1,262.50	\$ 1,287.75	\$1,313.51
Non-Profit Weekly Rental (M-F)	\$ 637.50	\$ 650.25	\$ 663.26
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	Chairs Only 375 Banquet & Dance 270		
Size of Hall	75' x 37'		
Tables (available in hall)	38 tables - 6' x 23 7/8" (rectangular)		
	25 – 5' round tables (seats 8)		
Chairs	227 Dark blue		
Dishes	Available to rent - \$100 +HST		

New Liskeard Community Hall: 90 Whitewood Avenue			
Category	2022	2023	2024
Private Rental *	\$ 409.50	\$ 417.69	\$ 426.04
Second Day Rental	\$ 205.00	\$ 209.10	\$ 213.28
Not-for-Profit Daily Rental	\$ 205.00	\$ 209.10	\$ 213.28
Private Weekly Rental (M-F)	\$ 1,023.75	\$ 1,044.23	\$1,065.11
Non-Profit Weekly Rental (M-F)	\$ 512.50	\$ 522.75	\$ 533.21
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	Chairs Only 500 Banquet & Dance 278		
Size of Hall	45' x 65'		
Available Chairs	102		
Available Tables	25 rectangular		
Stage	Large stage in hall		
Dishes	Not available		

Dymond Community Hall: 181 Drive-in Theatre Road			
Category	2022	2023	2024
Private Rental *	\$ 255.00	\$ 260.10	\$ 265.30
Second Day Rental	\$ 126.00	\$ 128.52	\$ 131.09
Not-for-Profit Daily Rental	\$ 126.00	\$ 128.52	\$ 131.09
Private Weekly Rental (M-F)	\$ 637.50	\$ 650.25	\$ 663.26
Non-Profit Weekly Rental (M-F)	\$ 315.00	\$ 321.30	\$ 327.73
3 Hour Rental	\$ 50.00	\$ 51.00	\$ 52.02
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	175		
Size of Hall	42' x 63'		
Tables	29 – 6' x 34"		
Chairs	175 – Orange and brown plastic		
Stage (in hall)	In corner of hall – 2' x 6' x 2' diagonal		

Harbourfront Pavilion: 451 Farr Drive			
Category	2022	2023	2024
Per Hour	\$ 31.50	\$ 32.13	\$ 32.77
Per Day	\$ 160.00	\$ 163.20	\$ 166.46
Not-for-Profit Daily Rental	\$ 75.00	\$ 76.50	\$ 78.03
Capacity			
Standing Space		902	
Dining or alcohol		328	
Details			
Small kitchen with fridge	No stove		
40 Chairs Available			

Haileybury Arena Hall: 400 Ferguson Avenue			
Category	2022	2023	2024
Private Rental (includes bar & kitchen)	\$ 355.00	\$ 362.10	\$ 369.34
Second Day Rental	\$ 180.00	\$ 183.60	\$ 187.27
Not-for-Profit Daily Rental	\$ 180.00	\$ 183.60	\$ 187.27
Private Weekly Rental (M-F)	\$ 887.50	\$ 905.25	\$ 923.36
Non-Profit Weekly Rental (M-F)	\$ 450.00	\$ 459.00	\$ 468.18
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity (alcohol)	270		
Seating Capacity Dining Only	231		
Seating Capacity Dining & Dancing	190		
Tables	17 – 8' rectangular tables 25 – 5' round tables		
Chairs	200		
Dishes	Not available		

Haileybury Lion's Den: 400 Ferguson Avenue			
Category	2022	2023	2024
Per Hour	\$ 28.00	\$ 28.56	\$ 29.13
Per Day	\$ 130.20	\$ 132.80	\$ 135.46
Not-for-Profit Daily Rental	\$ 75.00	\$ 76.50	\$ 79.03
Capacity			
Seating Capacity (dining/alcohol/seating)	80		
Tables	17 – 8' rectangular tables		
Chairs	24 yellow and 36 red		
Size of Hall	42' x 25'		

Notes:

City staff setup fee for all Municipal Hall and Event Spaces is \$75.00 +HST

Any staff required on an hourly basis are charged to the renter at \$ 44.36 per hour for regular time and \$66.54 per hour for overtime

Outdoor Leisure Facilities

Bucke Park				
		2022	2023	2024
Tent Rates	Daily	\$ 26.25	\$ 26.78	\$ 27.31
	Weekly	\$ 162.75	\$ 166.01	\$ 169.33
	Monthly	\$ 488.25	\$ 498.02	\$ 507.98
Trailer Rates	Daily	\$ 52.50	\$ 53.55	\$ 54.62
	Weekly	\$ 257.25	\$ 262.40	\$ 267.64
	Monthly	\$ 708.75	\$ 722.93	\$ 737.38
	Seasonal	\$ 2,047.50	\$ 2,088.45	\$ 2,130.22
Docking Fees	Daily	\$ 15.00	\$ 15.30	\$ 15.61
	Weekly	\$ 85.00	\$ 86.70	\$ 88.43
	Monthly	\$ 162.75	\$ 166.01	\$ 169.33
	Seasonal	\$ 300.00	\$ 306.00	\$ 312.12

Municipal Marinas			
	2022	2023	2024
Seasonal (per foot)	\$ 34.65	\$ 35.34	\$ 36.05
One Boat Utilizing Two Slips (per foot)	\$ 43.31	\$ 44.18	\$ 45.06
Monthly (23ft Length or Under)	\$ 240.00	\$ 244.80	\$ 249.70
Monthly (24ft Length or Over)	\$ 280.00	\$ 285.60	\$ 291.31
Seasonal Rate for Personal Water Craft (Sea Doo)	\$ 178.50	\$ 182.07	\$ 185.71
Monthly Rate for Personal Water Craft (Sea Doo)	\$ 69.50	\$ 70.89	\$ 72.31
Electricity (seasonal)	\$ 173.25	\$ 176.72	\$ 180.25
Winter Boat Storage on Municipal Property	\$ 267.75	\$ 273.11	\$ 278.57
Transient (per night)	\$ 29.40	\$ 29.99	\$ 30.59

Waterfront Pool and Fitness Centre

Waterfront Pool and Fitness Centre: 77 Wellington Street						
Rates Per Visit						
Facility	2022		2023		2024	
	Adult	Senior/ Student	Adult	Senior/ Student	Adult	Senior/ Student
Pool	\$ 4.65	\$ 3.76	\$ 4.65	\$ 3.76	\$ 4.87	\$ 3.98
Pool - Family	\$ 11.73		\$ 11.73		\$ 12.17	
Fitness Rooms	\$ 7.08	\$ 5.97	\$ 7.08	\$ 5.97	\$ 7.30	\$ 6.20
Squash Racquet Rental	\$ 3.26	\$ 3.26	\$ 3.26	\$ 3.26	\$ 3.45	\$ 3.45
Book of 5 passes for Gym	\$ 29.38	\$ 24.78	\$ 29.38	\$ 24.78	\$ 30.56	\$ 25.77
Book of 5 passes for Pool	\$ 19.30	\$ 15.60	\$ 19.30	\$ 15.60	\$ 20.07	\$ 16.23
Book of 5 passes for Full Facility	\$ 32.50	\$ 26.98	\$ 32.50	\$ 26.98	\$ 33.80	\$ 28.05
Arthritic Program	\$ 3.98		\$ 3.98		\$ 4.20	
Aquafit	\$ 5.97		\$ 5.97		\$ 6.20	
Cardiopulmonary Program	\$ 4.42		\$ 4.42		\$ 4.60	

Membership Rates									
	2022			2023			2024		
	Adult	Student Senior	Family	Adult	Student Senior	Family	Adult	Student Senior	Family
Fitness									
1 month	\$58.41	\$48.48	\$141.00	\$58.41	\$48.48	\$141.00	\$60.75	\$50.42	\$146.64
3 months	\$145.44	\$116.35	\$351.10	\$145.44	\$116.35	\$351.10	\$151.26	\$121.01	\$365.15
1 year	\$465.41	\$349.06	\$1,165.66	\$465.41	\$349.06	\$1,165.66	\$484.03	\$363.02	\$1,212.28
Pool									
1 month	\$41.35	\$36.11	\$93.09	\$41.35	\$36.11	\$93.09	\$43.00	\$37.55	\$96.76
3 months	\$102.96	\$84.49	\$231.66	\$102.96	\$84.49	\$231.66	\$107.08	\$87.87	\$240.92
1 year	\$341.82	\$236.58	\$722.77	\$341.82	\$236.58	\$722.77	\$355.50	\$246.04	\$751.68
Full									
1 month	\$88.27	\$68.85	\$220.68	\$88.27	\$68.85	\$220.68	\$91.80	\$71.61	\$229.51
3 months	\$219.80	\$164.85	\$549.50	\$219.80	\$164.85	\$549.50	\$228.59	\$171.44	\$571.48
1 year	\$729.74	\$514.33	\$1,824.35	\$729.74	\$514.33	\$1,824.35	\$758.93	\$534.91	\$1,897.32

Aquatic Programs			
	2022	2023	2024
Arthritic Program			
Per Class	\$ 3.98	\$ 3.98	\$ 4.20
8 classes	\$ 29.60	\$ 29.60	\$ 30.78
16 classes	\$ 56.00	\$ 56.00	\$ 58.24
24 classes	\$ 79.20	\$ 79.20	\$ 82.37
AquaFit			
Per Class	\$ 5.97	\$ 5.97	\$ 6.20
8 drop-in classes	\$ 36.00	\$ 36.00	\$ 37.44
16 drop-in classes	\$ 67.20	\$ 67.20	\$ 69.89
24 drop-in classes	\$ 93.60	\$ 93.60	\$ 97.34
5 Class Evening Session	\$ 30.00	\$ 30.00	\$ 31.00
6 Class Evening Session	\$ 36.00	\$ 36.00	\$ 37.20
8 Class Evening Session	\$ 48.00	\$ 48.00	\$ 49.60
Swimming Lessons ½ hour class (9 classes)	\$ 51.03	\$ 51.03	\$ 53.07
Swimming Lessons ¾ hour class (9 classes)	\$ 59.06	\$ 59.06	\$ 61.43
Swimming Lessons 1 hour Class (9 classes)	\$ 76.13	\$ 76.13	\$ 79.17
Swimming Lessons ½ hour class (10 classes)	\$ 56.70	\$ 56.70	\$ 58.97
Swimming Lessons ¾ hour class (10 classes)	\$ 65.63	\$ 65.63	\$ 68.25
Swimming Lessons 1 hour Class (10 classes)	\$ 84.53	\$ 84.53	\$ 87.91
Swimming Lessons (Private) – (9 Classes)	\$ 225.00	\$ 225.00	\$ 234.00
Swimming Lessons (Private) – (10 Classes)	\$ 250.00	\$ 250.00	\$ 260.00
Rookie/Ranger/Star (9 classes)	\$ 76.13	\$ 76.13	\$ 79.17
Rookie/Ranger/Star (10 classes)	\$ 84.53	\$ 84.53	\$ 87.91
Bronze Medallion	\$ 157.50	\$ 157.50	\$ 163.80
Bronze Cross (without manual)	\$ 131.25	\$ 131.25	\$ 136.50
Bronze Cross with Standard First Aid	\$ 157.50	\$ 157.50	\$ 163.80
National Lifeguard Course	\$ 252.00	\$ 252.00	\$ 262.08
National Lifeguard Recertification	\$ 63.00	\$ 63.00	\$ 65.52
Swim Instructors Course	\$ 167.76	\$ 167.76	\$ 174.47
Lifesaving Instructors (R/R/S & Bronze)	\$ 130.46	\$ 130.46	\$ 135.68
Standard First Aid Course	\$ 115.50	\$ 115.50	\$ 120.12
Junior Lifeguard Club	\$ 112.88	\$ 112.88	\$ 117.39
Adult Swim Lessons (9 Classes)	\$ 76.13	\$ 76.13	\$ 79.17
Timiskaming Northern Loons (per hour)	\$ 35.00	\$ 37.00	\$ 39.00

Pool Rentals	2022	2023	2024
1 hour Pool Rental without the Slide	\$ 125.00	\$ 125.00	\$ 130.00
1 hour of Pool Rental with the Slide	\$ 179.55	\$ 179.55	\$ 186.73
Birthday Party - includes 1 hr pool rental and 1 hr lounge rental	\$ 237.60	\$ 237.60	\$ 247.10
1 hour Pool Rental for use by School	75% of Regular Rate		

Waterfront Pool & Fitness Centre - Rental of Lounge			
	2022	2023	2024
1 hour	\$ 52.50	\$ 53.55	\$ 54.62
3 hours	\$ 141.75	\$ 144.59	\$ 147.48
Full Day	\$ 354.38	\$ 361.46	\$ 368.69
1 hour Fitness Class	\$ 27.30	\$ 27.85	\$ 28.40

Cardiopulmonary Fitness Class			
Per Class	\$ 4.42	\$ 4.42	\$ 4.60
8 classes	\$ 33.60	\$ 33.60	\$ 34.94
16 classes	\$ 64.00	\$ 64.00	\$ 66.56
24 classes	\$ 91.20	\$ 91.20	\$ 94.85

Non-Resident User Fees

Non-Resident User Fees			
	2022	2023	2024
Municipal Arenas (Per Family)	\$ 150.00	\$ 175.00	\$ 200.00
Municipal Marinas (Per Vessel)	\$ 200.00	\$ 200.00	\$ 200.00
City Hosted Programs, Activities and Memberships (Surcharge on Regular Fee)	25%	25%	30%
Northern Loons Swim Club (Per Family)	\$ 150.00	\$ 175.00	\$ 200.00
Tri-Town Soccer (Surcharge on Regular Fee)	25%	25%	30%

The Corporation of the City of Temiskaming Shores

By-law No. 2021-192

Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Meeting held on December 14, 2021 and for its Regular meeting held on December 21, 2021

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 Special Meeting held **on December 14, 2021** and for its Regular meeting held on **December 21, 2021**, 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 21st day of December, 2021.

Mayor

Clerk