



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, March 1, 2022 – 6:00 p.m.**  
**City Hall – Council Chambers – 325 Farr Drive**

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**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 – February 15, 2022.

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

- a) Potential Disposition of Land

**Applicant:** Edward Lavallee

**Property:** Portion of Andrews Street

**Purpose:** The applicant owns land adjacent to a part of Andrews Street (unopened road allowance), and is seeking to acquire the subject property to have contiguous property ownership for the purpose of residential use (i.e., outdoor storage accessory to the residential dwelling)

**8. Question and Answer Period**

**9. Presentations / Delegations**

- a) Einas Makki, President for the Temiskaming Shores and Area Rotary Club

Re: Splashpad donation

**10. Communications**

- a) Township of Limerick

**Re:** Resolution – Gypsy Moth Spraying, 2022-02-14

**Reference:** Received for Information



- b) Carman Kidd, Mayor – City of Temiskaming Shores

**Re:** Letter to Scotiabank regarding intention to close Haileybury branch, 2022-02-17

**Reference:** Received for Information

- c) Penny Durrant, The Pantry Bulk Food Store

**Re:** Letter of Resignation from the New Liskeard Business Improvement Area Board of Management, 2022-02-09

**Reference:** By-law Presented in Section 16 – By-laws

- d) Earleton-Timiskaming Regional Airport Authority

**Re:** Financial Reports for October 2021, November 2021, December 2021 and January 2022

**Reference:** Received for Information

- e) Earleton-Timiskaming Regional Airport Authority

**Re:** Manager's Reports for October 2021, November 2021, December 2021 and January 2022

**Reference:** Received for Information

- f) Melissa La Porte, Executive Director/ Curator of the Temiskaming Art Gallery & Open Studio Libre

**Re:** Permission for Road Closure for Haileybury Block Party on August 20, 2022, 2022-02-23

**Reference:** Referred to the Manager of Transportation Services & the Economic Development Officer

- g) The Temiskaming Foundation

**Re:** 2021 Vital Signs Report

**Reference:** Received for Information

h) Lori McDonald, Director of Corporate Services/ Clerk

**Re:** Hospital Capital Funding, 2022-02-24

**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. h) 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 New Liskeard Business Improvement Area Board of Management meeting held on January 17, 2022;
- b) Minutes of the Earleton-Timiskaming Regional Airport Authority meeting held on November 18, 2021; and
- c) Minutes of the Temiskaming Shores Public Library Board meeting held on January 26, 2022.

**12. Committees of Council – Internal Departments**

None

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

**a) Memo No. 007-2022-CS – 2022 Municipal and School Board Elections Key Dates**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2022-CS, titled 2022 Municipal and School Board Elections Key Dates for information purposes.

**b) Memo No. 008-2022-CS – Zack’s Crib Organization – Funding Sponsorship Request**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 008-2022-CS; and

That Council for the City of Temiskaming Shores approve the request from the Zack’s Crib Organization and agrees to sponsor their funding application to the Frog’s Breath Foundation for their building renovation and facility opening.

**c) Memo No. 009-2022-CS – Deeming By-law for Rivard on behalf of Simoni – 440 Arnold Drive; PLAN M128NB LOTS 74, 72 PCL 23461SST PT, 23603SST**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas the owners of 440 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 74, 72 PCL 23461SST PT, 23603SST, 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 March 1, 2022 Regular Council meeting.

**d) Administrative Report No. CS-009-2022 – Zoning By-law Amendment ZBA-2022-01: 118072 Sales Barn Road**

*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-009-2022;

That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154 to permit the zone change from Prime Agricultural (A1) to Prime Agricultural Exception 10 (A1-10); and

That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154 for consideration at the March 1, 2022 Regular Council meeting.

**e) Administrative Report No. CS-010-2022 – Haileybury Family Health Team 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-010-2022;

That Council directs staff to increase the rental rates for the use of office space by the Haileybury Family Health Team by 2% for 2022; and

That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre.

**f) Administrative Report No. CS-011-2022 – Alternative Voting System Services – 2022 Municipal and School Board Elections**

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-011-2022;

That Council directs staff to prepare the necessary by-law to authorize the use of a hybrid system using vote tabulators for the 2022 Municipal Election and the use of internet and telephone voting for the 2022 Municipal and School Board Elections;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Intelivote Systems Inc. for internet and telephone voting system for the 2022 Municipal and School Board Elections at an estimated cost of \$20,965, plus applicable taxes, dependent on the actual final election count for the 2022 Municipal and School Board Election, for consideration at the March 1, 2022 Regular Council meeting; and

That Council approves an increase to the Municipal Elections budget from \$30,000 to \$40,000.

**g) Memo No. 003-2022-PW – Amendment to By-law 2019-065 Grant Fuels Agreement - Supply and Delivery of Petroleum Fuels 1-year Extension**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2022-PW; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2019-065 to enter into a three (3) year agreement with Grant Fuels Inc. for the supply of Petroleum Fuels for the City of Temiskaming Shores, to extend the contract term for a period of one (1) year (March 31, 2023), in accordance with Section 5 – Contract Extension of said By-law, for consideration at the March 1, 2022 Regular Council meeting.

**h) Memo No. 004-2022-PW – Amendment to By-law 2022-019 – EXP Agreement – New Liskeard Waste Disposal Site Expansion**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2022-PW; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2022-019 to enter into an agreement with EXP Services Inc. for engineering services related to the expansion of the New Liskeard Waste Disposal Site, to include an Appendix 2 to Schedule A for the addition of EXP Services Inc. General Terms and Conditions, for consideration at the March 1, 2022 Regular Council meeting.

**i) Administrative Report No. PW-006-2022 – Annual Water Reports**

*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-006-2022, more specifically Appendices 01 and 02 being the 2021 Annual Reports for the water systems within the municipality in accordance to Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act;

That Council hereby directs staff:

- To place the 2021 Annual Reports in the Water System Binders located at the municipal office (325 Farr Dr.) and post on the municipal website;
- To place an ad in the community bulletin and the City's Facebook page notifying the public of the availability of these reports for public review; and

That Council further directs staff to forward a copy of Administrative Report PW-006-2022 to the Ministry of Environment and Climate Change, Safe Drinking Water Branch - North Bay for their records.

**j) Administrative Report No. RS-004-2022 – Zubych SkillZ 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. RS-004-2022; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Zubych SkillZ Ltd. for the use of the Shelley Herbert-Shea Memorial Arena Dry Floor from May 1, 2022 to July 17, 2022, for consideration at the March 1, 2022 Regular Council meeting.

**k) Administrative Report No. RS-005-2022 – Bucke Park Operations Agreement 2022**

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. RS-005-2022; and

That Council directs staff to prepare the necessary by-law to confirm the 2022 Bucke Park Operator's Agreement for consideration at the March 1, 2022 Regular Council meeting.

**l) Administrative Report No. RS-006-2022 – March 1, 2022, Public Health Measures**

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. RS-006-2022;

That Council directs staff to continue to require proof of vaccination to enter the Waterfront Pool and Fitness Centre (WPFC) until at least April 30, 2022;

That Council directs staff to no longer require the public to provide proof of vaccination to enter Municipal halls; and

That Council directs staff to continue to require proof of vaccination to enter Municipal Arenas until at least April 22, 2022.

**Or**

That Council direct staff to no longer require the public to provide proof of vaccination to enter Municipal Arenas.

## 16. **By-laws**

### *Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

- |                     |   |
|---------------------|---|
| By-law No. 2022-037 | Being a by-law to amend By-law No. 2019-018 – Committee Appointments (New Liskeard Business Improvement Area Board of Management)   |
| By-law No. 2022-038 | 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 (440 Arnold Drive)                                |
| By-law No. 2022-039 | Being a By-law to amend By-law No. 2017-154 to rezone 118072 Sales Barn Road from the Prime Agricultural (A1) Zone to the Prime Agricultural Exception 10 (A1-10) Zone to permit a reduced lot area and a reduced interior side setback |
| By-law No. 2022-040 | Being a by-law to authorize a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre   |
| By-law No. 2022-041 | Being a by-law to authorize the use of a hybrid election system using vote tabulators and the use of internet and telephone voting for the 2022 Municipal & School Board Elections  |
| By-law No. 2022-042 | Being a by-law to enter into an agreement with Intelivote Systems Inc. for internet and telephone voting services (eVoting) for the 2022 Municipal and School Board Elections   |



- By-law No. 2022-043 Being a by-law to amend By-law No. 2019-065 - Agreement with Grant Fuels Inc. for the supply of Petroleum Fuels for the City of Temiskaming Shores (One Year Extension)
- By-law No. 2022-044 Being a by-law to amend By-law No. 2022-019 - Agreement with EXP Services Inc. for engineering services related to the expansion of the New Liskeard Waste Disposal Site
- By-law No. 2022-045 Being a by-law to enter into a lease agreement with Zubyck SkillZ Ltd. for use of the Shelley Herbert-Shea Memorial Arena dry floor surface from May 1, 2022 to July 17, 2022
- By-law No. 2022-046 Being a by-law to enter into an Agreement with Sylvain Gelineau for the Operation of Bucke Park Campground for the 2022 Operating Season

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2022-037;	By-law No. 2022-042;
By-law No. 2022-038;	By-law No. 2022-043;
By-law No. 2022-039;	By-law No. 2022-044;
By-law No. 2022-040;	By-law No. 2022-045; and
By-law No. 2022-041;	By-law No. 2022-046;

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, March 15, 2022 at 6:00 p.m.
- b) Regular Meeting – Tuesday, April 5, 2022 at 6:00 p.m.

**18. Question and Answer Period**

**19. Closed Session**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Adoption of the February 1, 2021 Closed Session Minutes;
- b) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Organizational Chart; and
- c) Under Section 239(2)(e) of the Municipal Act, 2001 – Litigation or potential litigation – Integrity Commissioner Investigation.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

**20. Confirming By-law**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2022-047 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 **March 1, 2022** be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2022-047 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, February 15, 2022 – 6:00 p.m.**  
**City Hall – Council Chambers – 325 Farr Drive**

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**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 (electronic), Mike McArthur, 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  
Stephanie Levielle, Treasurer

Regrets: N/A

Media: N/A

Members of the Public: 1

**3. Review of Revisions or Deletions to Agenda**

None

**4. Approval of Agenda**

Resolution No. 2022-048

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

**Carried**

**5. Disclosure of Pecuniary Interest and General Nature**

None

**6. Review and adoption of Council Minutes**

Resolution No. 2022-049

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

a) Regular Meeting of Council – February 1, 2022.

**Carried**

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

- a) Zoning By-law Amendment (ZBA-2022-01)

**Owner:** Rudolf and Candice Tobler

**Agent:** William R. Ramsay, Ramsay Law Office Professional Corporation

**Subject Land:** 118072 Sales Barn Road (DYMOND CON 4 S PT LOT 12 PCL 7919SST)

**Purpose of the application:** To rezone the property from Prime Agriculture (A1) to an appropriate Prime Agricultural Exception.

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

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

Mayor Kidd declared the meeting to be open and to be a public meeting pursuant to Section 34 of the Planning Act, and requested the Planner to outline the details of the application.

Jennifer Pye, Planner, utilizing PowerPoint, outlined the background, purpose, planning analysis related to the zoning by-law amendment, and imagery of the subject lands. No comments were received prior to the public meeting; however, the Planner noted that this application was one of the conditions of a consent application (no. B-2021-02) conditionally approved by the Committee of Adjustment on May 26, 2021.

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

Mayor Kidd inquired if there are any members of the public wanting to speak to this issue to input their comments into the chat box. The Director of Corporate Services indicated no comments were received.

Mayor Kidd inquired if there were any comments from members of Council, and no questions were received.

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

**8. Question and Answer Period**

None

**9. Presentations / Delegations**

None

**10. Communications**

- a) Tanya Daniels, City Clerk - City of Brantford

**Re:** Closing the Revolving Door of Justice, 2022-01-28

**Reference:** Received for Information

**Note:** Councillor Jelly requested this item be directed to the Temiskaming Shores Police Services Board.

- b) Carman Kidd, TeMAG Co-Chair

**Re:** Boreal Forest Medieval Villages, 2022-01-31

**Reference:** Motion presented for consideration in Section 15 – New Business

- c) Celine Leger-Nolet, Resident

**Re:** Resignation from the Bicycle Friendly Committee, 2022-02-07

**Reference:** By-law presented for consideration in Section 16 – By-laws

- d) Lori McDonald, Director of Corporate Services/ Clerk

**Re:** Joint and Several Liability Reform, 2022-02-09

**Reference:** Received for Information

- e) Tanya Daniels, City Clerk - City of Brantford

**Re:** Addressing the Revolving Door of Justice – Accountability for Sureties and Swift Justice, 2022-02-07

**Reference:** Received for Information

**Note:** Councillor Jelly requested this item be directed to the Temiskaming Shores Police Services Board.

- f) John and Lorraine Krul, Residents

**Re:** Application to Purchase Municipal Land, 2022-02-09

**Reference:** Direct to the Municipal Clerk to process in accordance with Land Disposition By-law No. 2015-160

- g) District of Timiskaming Social Services Administration Board

**Re:** 2021 Quarterly Report – Q4, 2022-02-09

**Reference:** Received for Information

Resolution No. 2022-050

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

**Carried**

**11. Committees of Council – Community and Regional**

Resolution No. 2022-051

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

- a) Minutes of the Age Friendly Community Committee meeting held on December 7, 2021; and



- b) Minutes of the District of Timiskaming Social Services Administration Board meeting held on November 17, 2021.

**Carried**

**12. Committees of Council – Internal Departments**

None

**13. Reports by Members of Council**

Councillor Whalen updated that the Temiskaming Municipal Association (TMA) will meet on February 24, 2022, and a topic of discussion will be the Boreal Forest Medieval Villages.

Mayor Kidd updated that the announcement regarding the 2+1 Highway Pilot project location has not yet been announced, as anticipated by the end of January 2022.

**14. Notice of Motions**

None

**15. New Business**

**a) TeMAG Resolution - Boreal Forest Medieval Villages**

Resolution No. 2022-052

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Whereas developments known as “Boreal Forest Medieval Villages” are being proposed in unincorporated townships within the District of Timiskaming; and

Whereas the developers’ of these “villages” are promoting the fact their developments are not subject to zoning by-laws, building permits, planning policies or other municipal/provincial regulations; and

Whereas the Provincial Policy Statement, 2020 states “in territories without municipal organization the focus of development activity shall be related to the sustainable management or use of resources and resource-based recreational uses”; and

Whereas the Provincial Policy Statement, 2020 further states that the development of new permanent townsites within territories without municipal organization shall not be permitted; and

Whereas matters relating to territories without municipal organization are under the sole jurisdiction of the Province of Ontario; and

Whereas the scale of these developments in the unincorporated townships poses a significant concern for the incorporated municipalities in the District of Timiskaming including;

- Demand for services such as landfill, fire protection, police protection and social services;
- Increase demand on our emergency and medical services such as EMS and local hospitals (who are already dealing with capacity issues);
- Environmental impacts to watersheds and groundwater sources.

Now therefore be it resolved that the City of Temiskaming Shores hereby petitions the Honourable Steve Clark, Minister of Municipal Affairs and Housing to immediately enact a Minister's Zoning Order under the Planning Act for each of the proposed "Boreal Forest Medieval Village" developments in order to ensure proper planning principles are being adhered to by the developers and that their developments are consistent with the Provincial Policy Statement, 2020; and

Further that a copy of this resolution be forward to the Honourable David Piccini, Minister of the Environment, Conservation & Parks; the Honourable Greg Rickford, Minister of Northern Development, Mines Natural Resources & Forestry; John Vanthof, MPP for Timiskaming-Cochrane; the Temiskaming Municipal Association; the Temiskaming Mayors' Action Group; and the Federation of Northern Ontario Municipalities.

**Carried**

**b) January 2022 Year-to-Date Capital Financial Report**

Resolution No. 2022-053

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January 2022 Year-to-Date Capital Financial Report for information purposes.

**Carried**

**c) Memo No. 005-2022-CS – Northern Ontario Resource Development Support Fund (NORDS) Transfer Payment Agreement**

Resolution No. 2022-054

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2022-CS; and

That Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Northern Development, Mines, Natural Resources and Forestry for the Northern Ontario Resource Development Support Fund (NORDS) Transfer Payment Agreement, for consideration at the February 15, 2022 Regular Council meeting.

**Carried**

**d) Memo No. 006-2022-CS – Deeming By-law for Basa – 48 Lowry Street; PLAN M82NB LOTS 47 TO 49 PCL 17483SST**

Resolution No. 2022-055

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Whereas the owners of 48 Lowry Street 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 M82NB LOTS 47 TO 49 PCL 17483SST, 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 February 15, 2022 Regular Council meeting.

**Carried**

**e) Administrative Report No. CS-007-2022 – Zoning By-law Amendment (ZBA-2021-07): DYMOND CON 3 PT S PT LOT 4 being RP 54R6087 PART 4 AND RP54R6156 PART 1**

Resolution No. 2022-056

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-007-2022;

That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154 to permit the zone change from Prime Agricultural (A1) and Open Space (OS) to Rural Residential (R1); and

That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154, for consideration at the February 15, 2022 Regular Council meeting.

**Carried**

**f) Administrative Report No. CS-008-2022– Sale of Municipal Property - Part of Second Street and Part of Fourth Street**

Resolution No. 2022-057

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-008-2022;

That Council directs staff to continue with the disposition of municipal road allowances, being:

- a. part of Second Street, described as Part 2 on Plan 54R-6248, and
- b. part of Fourth Street, described as Part 1 on Plan 54R-6248;

in accordance with By-law No. 2015-160; and

That Council directs staff to prepare the necessary by-laws to Stop and Close the above-described road allowances, and to enter into an Offer of Purchase and Sale Agreement between the City of Temiskaming Shores as Vendor, and Hazel and Maurice Pleau as Purchaser, for the above-described road allowances, in the amount of \$500 plus taxes (if applicable) per street, plus all associated costs (legal, registration, survey, administration, etc.), in accordance with By-law No. 2015-160, for consideration at the February 15, 2022 Regular Council meeting.

**Carried**

**g) Memo No. 005-2022-RS – Little Claybelt Homesteaders Museum Expansion**

Resolution No. 2022-058

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2022-RS; and

That Council hereby approves the request from the Little Claybelt Homesteaders Museum for an addition on the existing museum building for storage and display space, conditional upon the Museum Board undertaking the project on their own time and at their own expense, and in accordance with all applicable permits, through consultation with the City's Chief Building Official.

**Carried**

**h) Administrative Report No. RS-001-2022 – Quotation Award – Shelley Herbert-Shea Memorial Arena Chiller Replacement**

Resolution No. 2022-059

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-001-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with CIMCO Refrigeration, Division of Tormont Industries Ltd. for the Shelley Herbert-Shea Memorial Arena Chiller Replacement, in the amount of \$72,900, plus applicable taxes, for consideration at the February 15, 2022 Regular Council meeting.

**Carried**

**i) Administrative Report No. RS-002-2022 – Climate Change Committee Recommendations to Council**

Resolution No. 2022-060

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-002-2022;

That Council direct staff to revise the Climate Change Committee terms of reference document, to create a standing committee of Council responsible for guiding the City towards its sustainability and climate change goals; and

That Council direct staff to investigate funding options to hire a new staff member to complete updates to the Greenhouse Gas Reduction Plan in conjunction with the Climate Change Committee.

**Carried**

**j) Administrative Report No. RS-003-2022 – Recreation Facility User Liability Insurance Policy**

Resolution No. 2022-061

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-003-2022; and

That Council for the City of Temiskaming Shores direct staff to prepare the necessary by-law to adopt the City of Temiskaming Shores Recreation Facility User Liability Policy effective March 1, 2022, for consideration at February 15, 2022 Regular Council Meeting.

**Carried**

**k) Administrative Report No. PW-005-2022 – Purchase of a Backhoe Loader**

Resolution No. 2022-062

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-005-2022;

That Council directs staff to prepare the necessary by-law to enter into an agreement with J.R. Brisson Equipment for the supply and delivery of a Backhoe Loader with attachments, in the amount of \$193,500.00, plus applicable taxes, for consideration at the February 15, 2022 Regular Council meeting; and

That Council directs staff to surplus the City of Temiskaming Shores 2008 CASE Backhoe for a trade-in value of \$8,000.00, for a subtotal price of \$185,500.00 plus applicable taxes.

**Carried**

**16. By-laws**

Resolution No. 2022-063

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that:

- By-law No. 2022-024 Being a by-law to amend By-law No. 2019-018, as amended to appoint community representatives to various Committees and Boards for the 2019-2022 Term of Council
- By-law No. 2022-025 Being a by-Law to authorize the execution of the Transfer Payment Agreement for the Northern Ontario Resource Development Support Fund (NORDS) between Her Majesty the Queen in Right of Ontario represented by the Minister of Northern Development, Mines, Natural Resources and Forestry and The Corporation of the City of Temiskaming Shores
- By-law No. 2022-026 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 474 and 480 Helmer Pedersen Drive (Roll No. 54-18-010-007-005.42 / 43)
- By-law No. 2022-027 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 48 Lowry Street (Roll No. 54-18-030-001-005.03)
- By-law No. 2022-028 Being a By-law to amend By-law No. 2017-154 to rezone part of DYMOND CON 3 PT S PT LOT 4 being RP 54R6087 PART 4 AND RP54R6156 PART 1 from the Prime Agricultural (A1) and Open Space (OS) Zone to the Rural Residential (R1) Zone to permit the construction of a single detached dwelling (Roll No. part of 5418-020-001-103.00)
- By-law No. 2022-029 Being a by-law to Stop up and Close a Highway – Part of Second Street, being legally described as Part 2 on Plan 54R-6248

- By-law No. 2022-030 Being a by-law to Stop up and Close a Highway – Part of Fourth Street, being legally described as Part 1 on Plan 54R-6248
- By-law No. 2022-031 Being a by-law to authorize the Sale of Land for a Part of Second Street, described as Part 2 on Plan 54R-6248 to Maurice Pleau and Hazel Pleau
- By-law No. 2022-032 Being a by-law to authorize the Sale of Land for a Part of Fourth Street, described as Part 1 on Plan 54R-6248 to Maurice Pleau and Hazel Pleau
- By-law No. 2022-033 Being a by-law to enter into an agreement with CIMCO Refrigeration, Division of Toromont Industries Ltd. for the replacement of the Chiller for the Shelley Herbert-Shea Memorial Arena
- By-law No. 2022-034 Being a by-law to adopt a Recreation Facility User Liability Insurance Policy for the City of Temiskaming Shores
- By-law No. 2022-035 Being a by-law to enter into an agreement with J.R. Brisson Equipment for the supply and delivery of one (1) Backhoe Loader with attachments

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2022-064

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that:

- |                      |                          |
|----------------------|--------------------------|
| By-law No. 2022-024; | By-law No. 2022-030;     |
| By-law No. 2022-025; | By-law No. 2022-031;     |
| By-law No. 2022-026; | By-law No. 2022-032;     |
| By-law No. 2022-027; | By-law No. 2022-033;     |
| By-law No. 2022-028  | By-law No. 2022-034; and |
| By-law No. 2022-029; | By-law No. 2022-035;     |

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

**Carried**



**17. Schedule of Council Meetings**

- a) Regular Meeting – Tuesday, March 1, 2022 at 6:00 p.m.
- b) Regular Meeting – Tuesday, March 15, 2022 at 6:00 p.m.

**18. Question and Answer Period**

None

**19. Closed Session**

None

**20. Confirming By-law**

Resolution No. 2022-065

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2022-036 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 **February 15, 2022** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2022-066

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that By-law No. 2022-036 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

*Resolution No. 2022-067*

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that Council hereby adjourns its meeting at 6:34 p.m.

**Carried**

---

Mayor

---

Clerk

# Application to Purchase Municipal Land

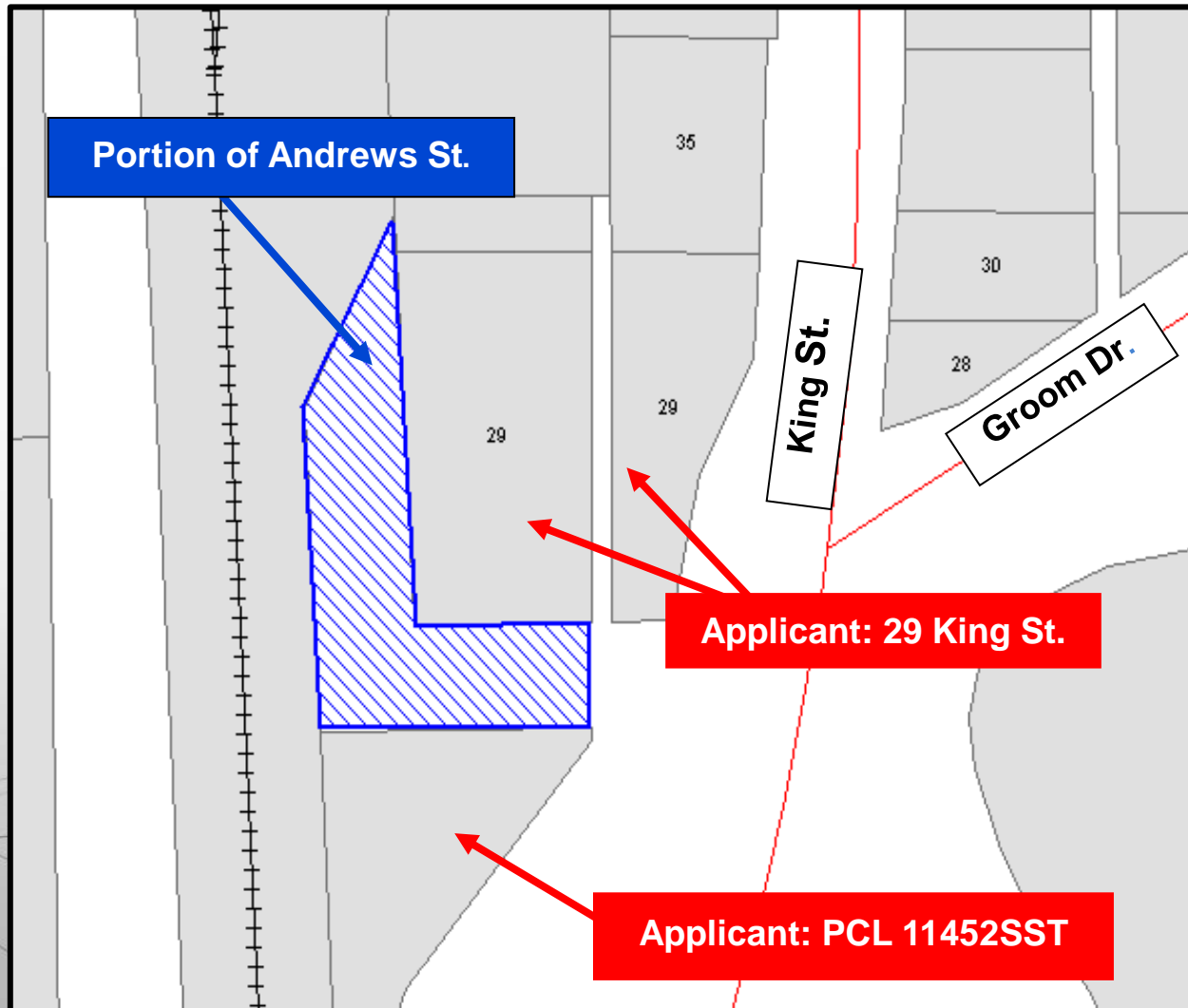


## Background

- Application from Edward Lavallee, for the purchase of a portion of Andrews Street (part of a 66" road allowance - approximately 0.5 acres).
- The Applicant own the adjacent parcels of land in the subject area:
  - **29 King Street** – Residential Home and outdoor storage accessory to the dwelling unit
  - **PCL 11452 SST**– Vacant Land
- Based on the City's aerial imagery, it appears the applicant has items on part of this road allowance for storage. As such, the Applicant is seeking to purchase the subject property for contiguous ownership, for the purpose of residential use (i.e., outdoor storage accessory to the residential dwelling).

# Application to Purchase Municipal Land

## Key Map



March 1, 2022



# Application to Purchase Municipal Land

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

### Section 3 – Disposal Method

Recommend a direct disposition to the applicant

### Section 4 – Determination of Value

Recommend price is \$2,500, plus all associated costs

### Section 6 – Public Meeting Notice

Notice via City Bulletin

Notice mailed to neighbouring property owner

Notice emailed to utility companies (Enbridge, Hydro, Eastlink, Bell)

Notice emailed to Ontario Northland



# Application to Purchase Municipal Land

## Additional Information

- The subject properties adjacent to this road allowance are designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and are zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law
- Accessory Buildings: maximum permitted lot coverage for accessory structures is 15% of the lot area, in accordance with the provisions in the City's Zoning By-law
- By-law Officer completed a site visit in the Fall of 2021 to view the outdoor storage, and found no property standards concerns.



# Application to Purchase Municipal Land

## Additional Information Continued

- Enbridge Gas Inc., Northern Tel and Hydro One indicated that infrastructure is not located on the subject lands, and have no concerns
- No formal public comments received, as of Friday, February 25, 2022 (3:00 p.m.)
- No concerns from Staff, and are supportive of request

## Next Steps – *conditional on public input*

- Order a survey to legally describe the portion of the subject road allowance
- Administrative Report recommending a Purchase and Sale agreement
- Adoption of a Stop Up and Close By-law for the portion of the Road Allowance
- Deeming By-law



**RE: Gypsy Moth Spraying**

**JANUARY 19, 2022**

At its meeting of January 17, 2022, the Council of the Township of Limerick passed a motion in regard to the Gypsy Moth Concentration and Control Measures;

“WHEREAS the Gypsy Moth defoliation in Limerick Township has caused significant damage, with Limerick Township reportedly having the highest concentration of Gypsy moths in Hastings County due to the Rural nature of the Township; and

WHEREAS the reported responses from the public do not present an accurate picture of the devastation as the geographical area is quite large in relation to the low population of Limerick Township;

NOW THEREFORE, BE IT RESOLVED that Council of the Township of Limerick request that the County of Hastings consider the impact of the Gypsy Moth Caterpillars on the rural communities across Ontario, not only through online reporting but also taking into consideration the land mass associated with each municipality. For example, one property owner recently purchased 27,000 acres of land, but was only able to submit 1 report for the entire property.

BE IT FURTHER RESOLVED that the population of seasonal residents not reporting in the area during the off season also be taken into consideration, as there is potential that they are unaware of the reporting process.

BE IT FURTHER RESOLVED that the County of Hastings take the necessary steps to accurately interpret the devastation of the Gypsy Moth Caterpillar by way of geographical consideration along with the online reporting method to ensure accurate and beneficial spraying to combat this problem is undertaken.”

Please reach out to the Township Clerk with any additional questions at 613-474-2863.

Sincerely,

Victoria Tisdale

Victoria Tisdale, Clerk Treasurer  
[clerk@township.limerick.on.ca](mailto:clerk@township.limerick.on.ca)  
Telephone: 613-474-2863  
Fax: 613-474-0478

Nicole Ilcio, Deputy Clerk Treasurer  
[assistant@township.limerick.on.ca](mailto:assistant@township.limerick.on.ca)  
Telephone: 613-474-2863  
Fax: 613-474-0478



325 Fort Drive  
P.O. Box 2050  
Haileybury, Ontario P0J 1K0



Tel: (705) 672-3363  
Fax: (705) 672-3200  
[www.temiskamingshores.ca](http://www.temiskamingshores.ca)

Scotiabank  
478 Main Street  
Haileybury, Ontario  
P0J 1K0

SENT  
2/17/22

Attn: Kevin Proctor

[Kevin.proctor@scotiabank.com](mailto:Kevin.proctor@scotiabank.com)

Dear Sir

Upon hearing of Scotiabank's intention of closing your Haileybury branch, I am writing to voice the City's displeasure of this move. The City has been a long standing customer of Scotiabank, and utilizes the Haileybury branch for our daily deposits. Our Temiskaming Shores Transit service also uses this branch.

Having to travel from our City Hall to the New Liskeard branch, is going to be very inconvenient for my city staff, adding additional mileage and time away from the office.

Many other businesses in the Haileybury portion of our City, rely on this branch's services. As a bedroom community many seniors reside in this part of the city and also use these services.

The Northern College campus in Haileybury, I am sure, has many of their students requiring banking services. Many of them, not having their own transportation, will now have the hardship of using the transit to meet your hour of operations.

Closing branches and reducing availability of services, is never a good idea when trying to attract the business of new prospective residents, moving to our area.

I would encourage you to reconsider this move, for the long term betterment of our City.

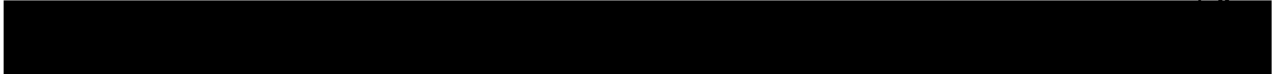
Sincerely

Carman Kidd  
Mayor

February 9, 2022

To the Downtown New Liskeard BIA Board of Directors,

It is with regret that I tender my resignation from the Downtown New Liskeard BIA, effective immediately.



I strongly feel that the BIA has a place in the re-opening of business and recreation in the city. I look forward to seeing the trees, the patios and the busy sidewalks. I look forward to learning more about our neighbours on our social media. I wish you great success.

Penny Durrant  
The Pantry Bulk Food Store

A handwritten signature in cursive script, appearing to read 'Penny'.

# EARLTON-TIMISKAMING REGIONAL AIRPORT OCTOBER 2021

## REVENUE

	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$2,725	\$131,237
FedNor	\$248,250	\$248,250
Operations	\$7,977	\$231,377
	<hr/>	<hr/>
	\$258,952	\$610,864

## EXPENSES

Fuel	\$0	\$85,730
Operations	\$19,689	\$225,859
	<hr/>	<hr/>
	\$19,689	\$311,589

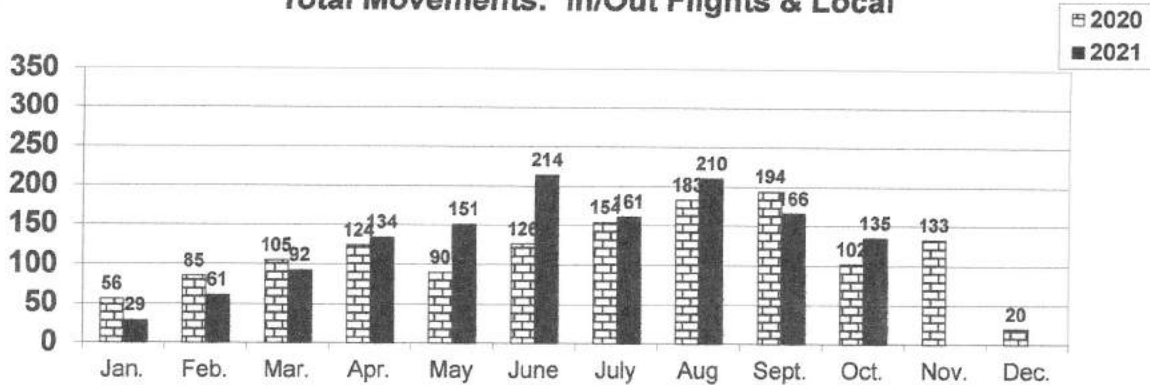
## NET PROFIT/LOSS

Fuel	\$2,725	\$45,507
Operations	\$236,538	\$253,768
Capital Expenses		
	<hr/>	<hr/>
	\$239,263	\$299,275

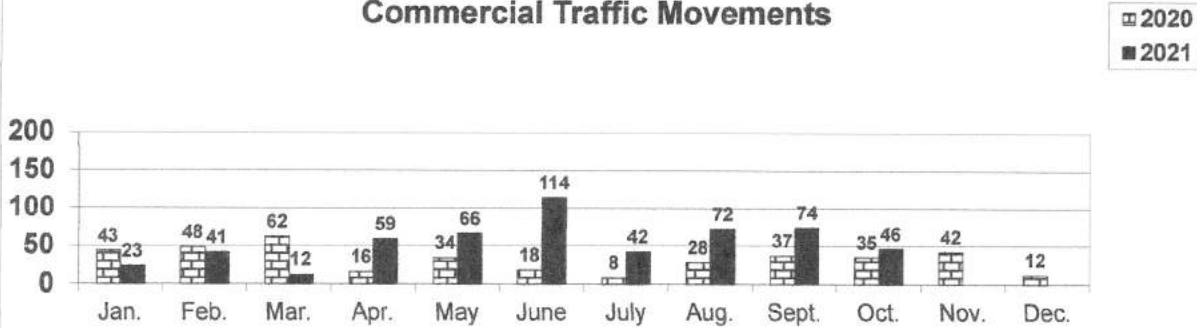
<u>FUEL INVENTORY - JET A1</u>	\$ 9,759
<u>FUEL INVENTORY - AVGAS</u>	\$ 10,784
<u>FUEL INVENTORY - DIESEL</u>	\$ 3,304

## ANNUAL AIRCRAFT MOVEMENTS

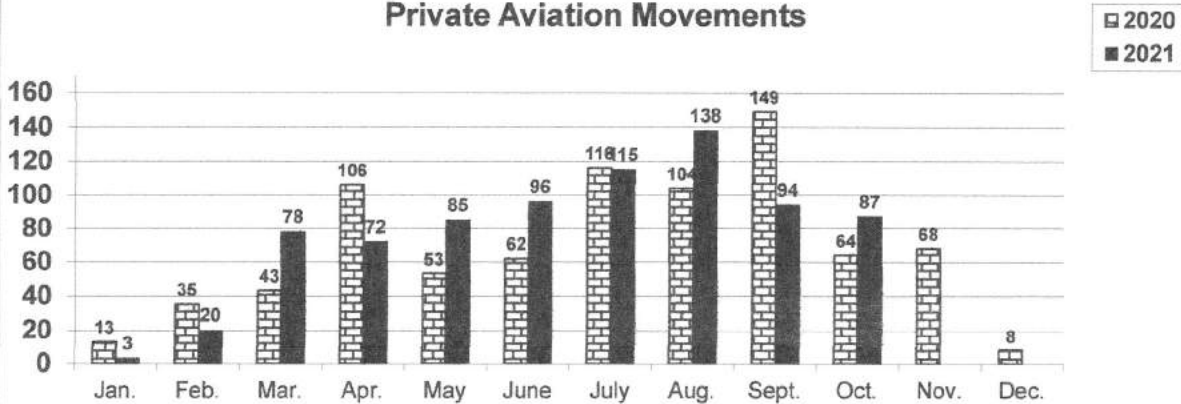
### Total Movements: In/Out Flights & Local



### Commercial Traffic Movements

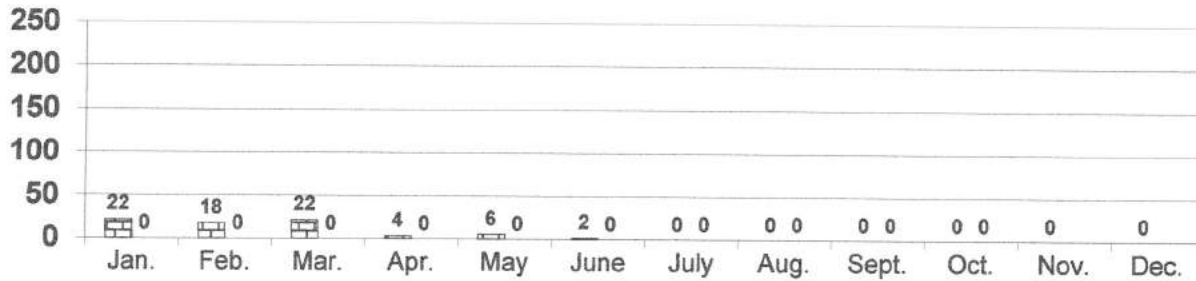


### Private Aviation Movements



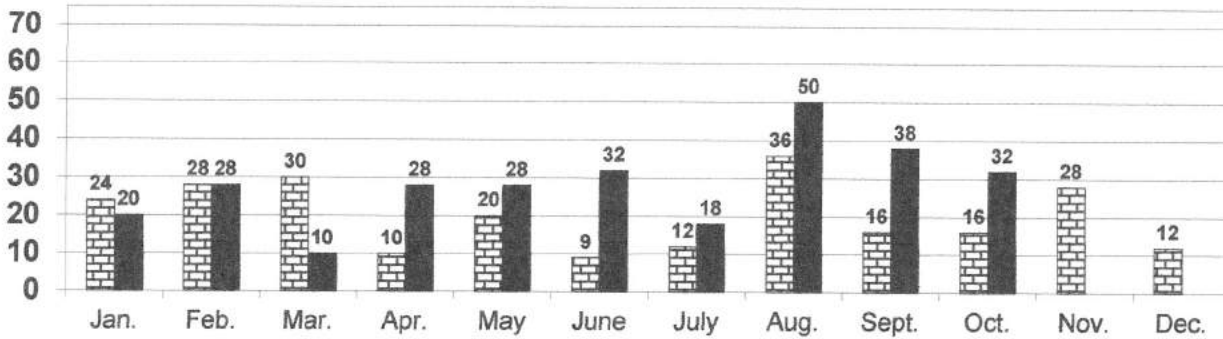
### Air Carriers Movements

2020  
2021



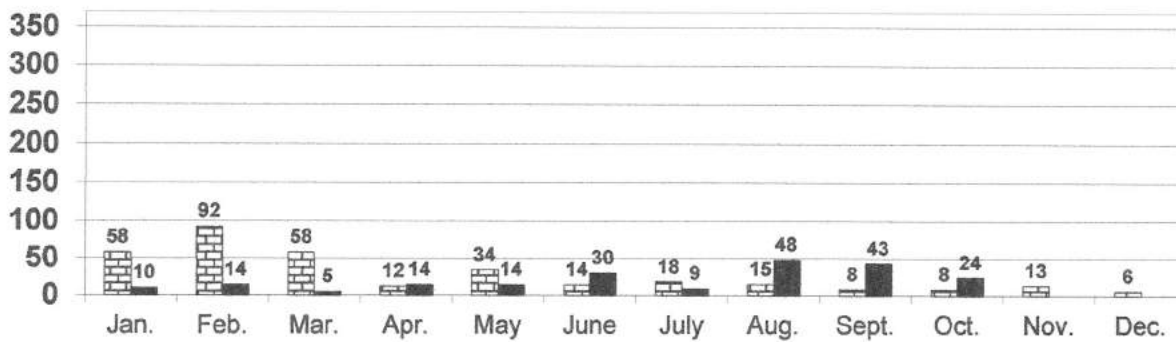
### Air Ambulance Movements

2020  
2021



### # Pgrs. via Air Charter

2020  
2021



**Community Contribution Summary**  
**2021 Sharing Contribution**  
**Per Capita Contribution - \$9.33**

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1166	\$10,879	\$10,879.00
Casey	368	\$3,433	\$3,433.00
Chamberlain	332	\$3,098	\$1,549.00
Charlton and Dack	686	\$6,400	\$3,200.00
Coleman	595	\$5,551	\$5,551.00
Englehart	1479	\$13,799	\$13,799.00
Evanturel	449	\$4,189	\$4,189.00
Harley	551	\$5,141	\$5,141.00
Hilliard	223	\$2,081	\$2,081.00
Hudson	503	\$4,693	\$4,693.00
Temiskaming Shores	9920	\$92,554	\$92,554.00
Thornloe	112	\$1,045	\$1,045.00
<b>Total Contributions</b>	<b>16384</b>	<b>\$152,863</b>	<b>\$148,114.00</b>

**Donation**

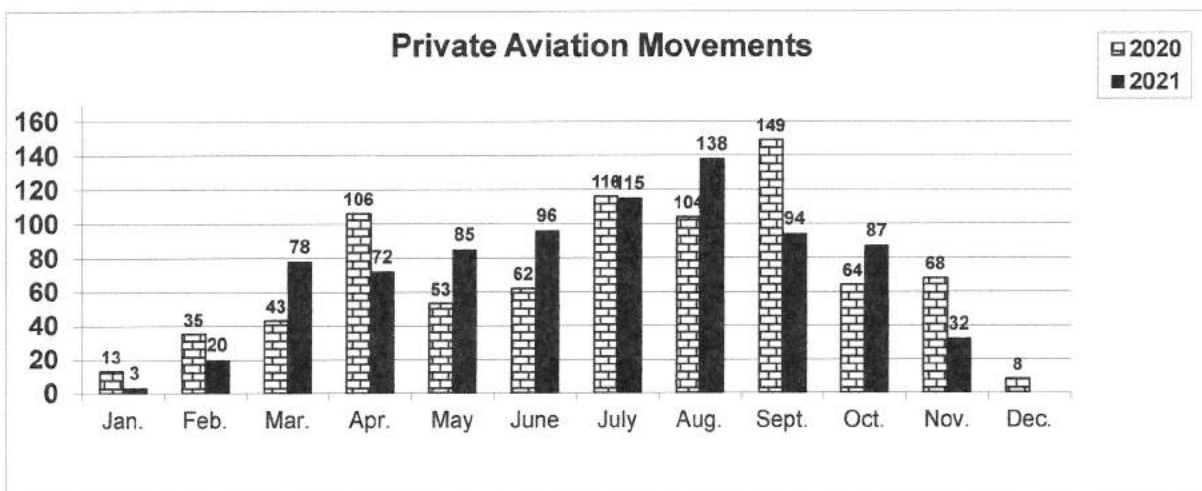
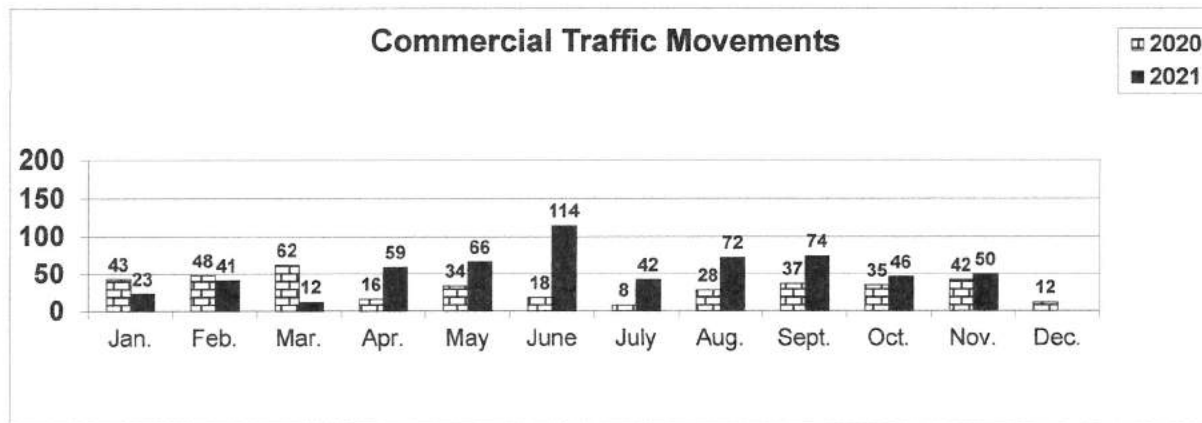
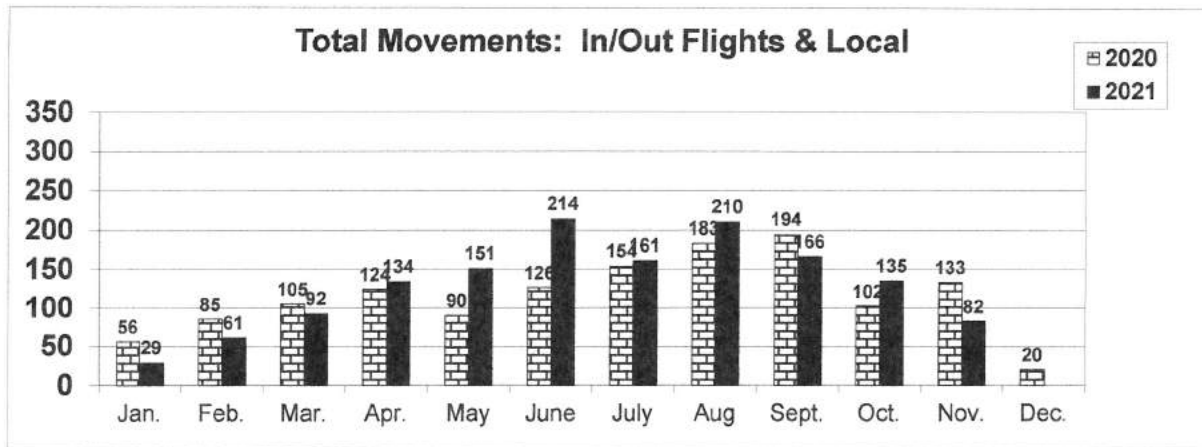
Kerns	358	\$3,340	
<b>Total Contributions</b>		<b>\$156,203</b>	<b>\$148,114</b>

As of November 11, 2021

# EARLTON-TIMISKAMING REGIONAL AIRPORT NOVEMBER 2021

<b><u>REVENUE</u></b>	<b><u>ACTUAL</u></b>	<b><u>YTD</u></b>
Fuel	\$15,388	\$144,984
Operations	\$56,882	\$536,508
	<hr/>	<hr/>
	\$72,270	\$681,492
 <b><u>EXPENSES</u></b>		
Fuel	\$23,888	\$109,619
Operations	\$20,369	\$240,166
	<hr/>	<hr/>
	\$44,257	\$349,785
 <b><u>NET PROFIT/LOSS</u></b>		
Fuel	-\$8,500	\$35,365
Operations	\$36,513	\$296,342
Capital Expenses		
	<hr/>	<hr/>
	\$28,013	\$331,707
 <b><u>FUEL INVENTORY - JET A1</u></b>	\$	12,113
<b><u>FUEL INVENTORY - AVGAS</u></b>	\$	18,474
<b><u>FUEL INVENTORY - DIESEL</u></b>	\$	4,435

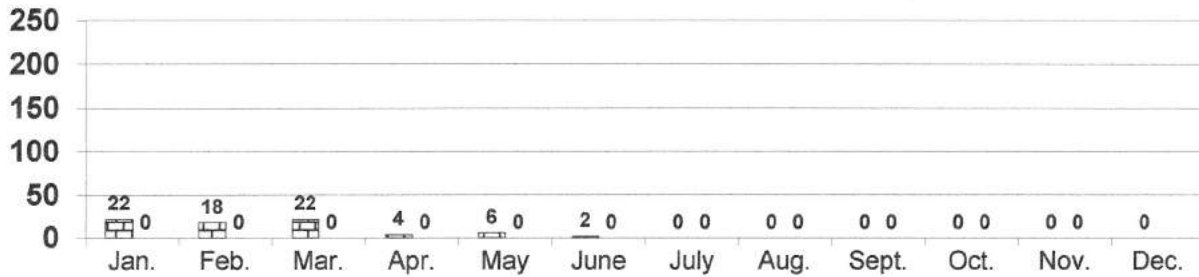
## ANNUAL AIRCRAFT MOVEMENTS





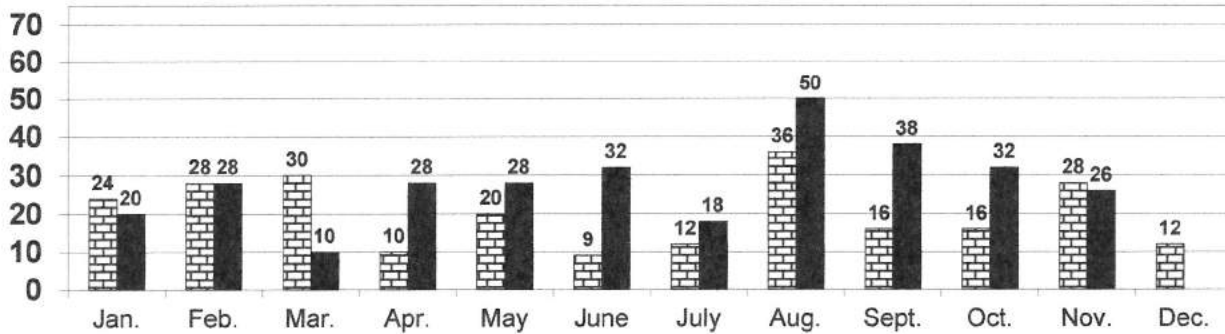
### Air Carriers Movements

2020  
2021



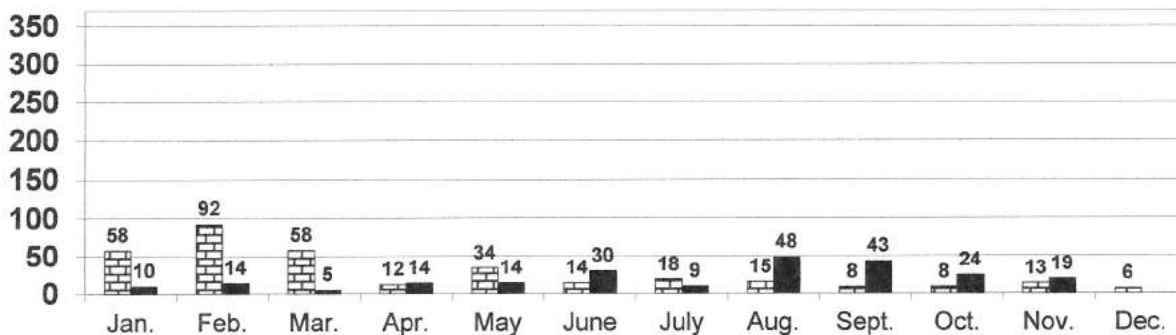
### Air Ambulance Movements

2020  
2021



### # Pgrs. via Air Charter

2020  
2021



**Community Contribution Summary**  
**2021 Sharing Contribution**  
**Per Capita Contribution - \$9.33**

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1166	\$10,879	\$10,879.00
Casey	368	\$3,433	\$3,433.00
Chamberlain	332	\$3,098	\$3,098.00
Charlton and Dack	686	\$6,400	\$6,400.00
Coleman	595	\$5,551	\$5,551.00
Englehart	1479	\$13,799	\$13,799.00
Evanturel	449	\$4,189	\$4,189.00
Harley	551	\$5,141	\$5,141.00
Hilliard	223	\$2,081	\$2,081.00
Hudson	503	\$4,693	\$4,693.00
Temiskaming Shores	9920	\$92,554	\$92,554.00
Thornloe	112	\$1,045	\$1,045.00
<b>Total Contributions</b>	<b>16384</b>	<b>\$152,863</b>	<b>\$152,863.00</b>

**Donation**

Kerns	358	\$3,340	
<b>Total Contributions</b>		<b>\$156,203</b>	<b>\$152,863</b>

As of November 30, 2021

**EARLTON-TIMISKAMING REGIONAL  
AIRPORT  
DECEMBER 2021**

**REVENUE**

	<b><u>ACTUAL</u></b>	<b><u>YTD</u></b>
Fuel	\$5,737	\$150,722
Operations	\$10,722	\$547,229
	<hr/>	<hr/>
	\$16,459	\$697,951

**EXPENSES**

Fuel	\$0	\$109,619
Operations	\$27,061	\$271,568
	<hr/>	<hr/>
	\$27,061	\$381,187

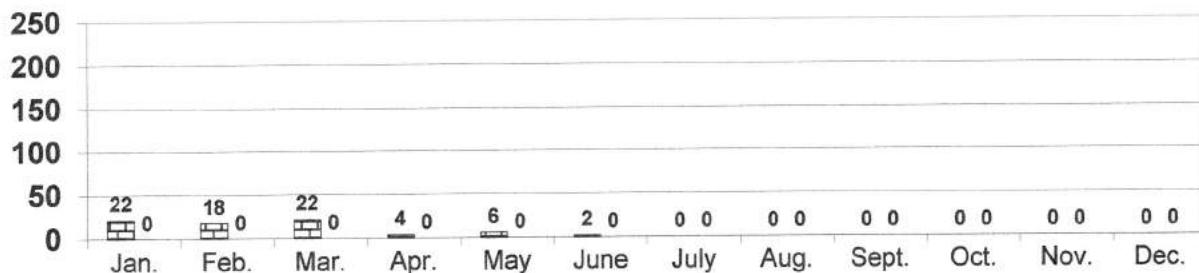
**NET PROFIT/LOSS**

Fuel	\$5,737	\$41,103
Operations	-\$16,339	\$275,661
Capital Expenses		
	<hr/>	<hr/>
	-\$10,602	\$316,764

<b><u>FUEL INVENTORY - JET A1</u></b>	\$	13,464
<b><u>FUEL INVENTORY - AVGAS</u></b>	\$	16,900
<b><u>FUEL INVENTORY - DIESEL</u></b>	\$	4,218

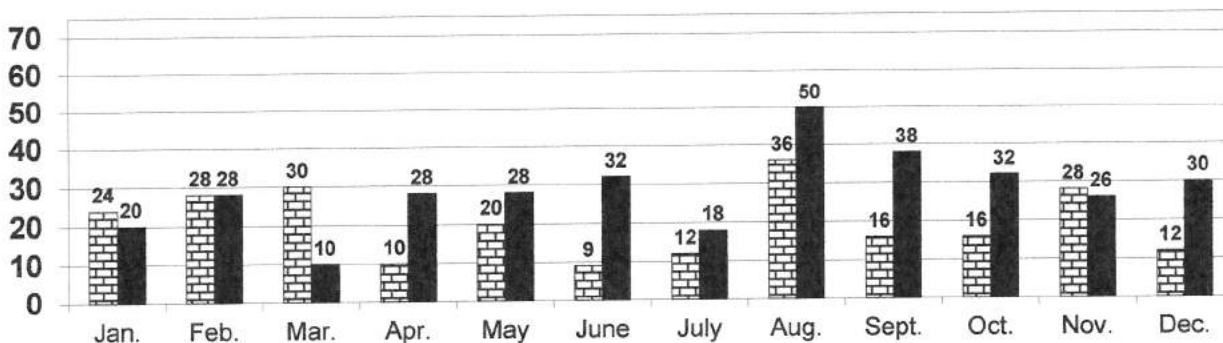
### Air Carriers Movements

2020  
2021



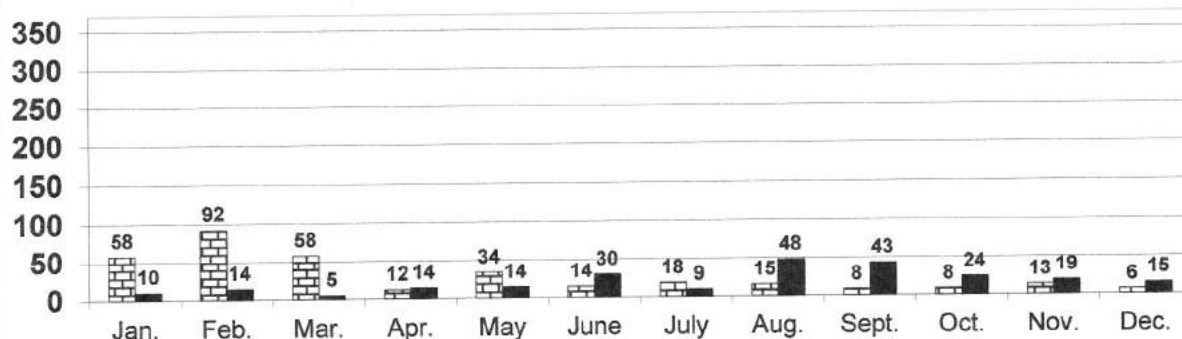
### Air Ambulance Movements

2020  
2021



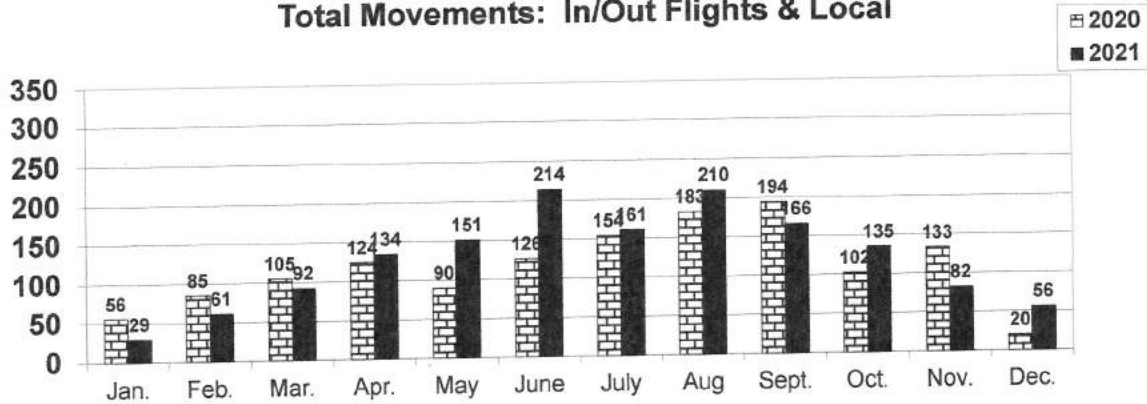
### # Pgrs. via Air Charter

2020  
2021

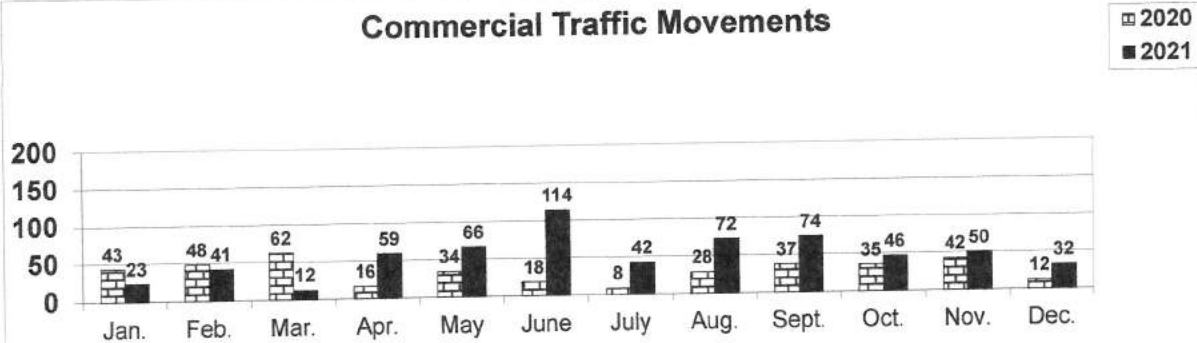


## ANNUAL AIRCRAFT MOVEMENTS

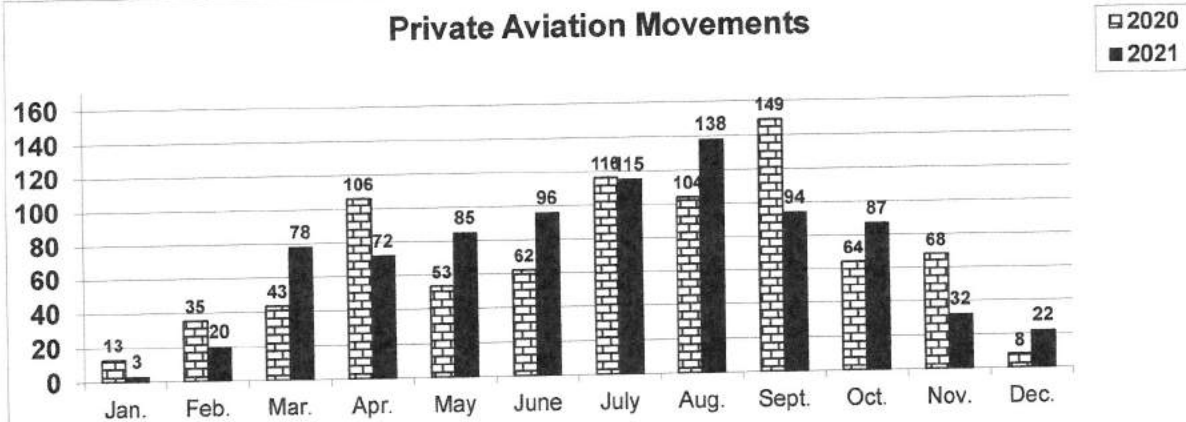
### Total Movements: In/Out Flights & Local



### Commercial Traffic Movements



### Private Aviation Movements



**Community Contribution Summary**  
**2021 Sharing Contribution**  
**Per Capita Contribution - \$9.33**

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1166	\$10,879	\$10,879.00
Casey	368	\$3,433	\$3,433.00
Chamberlain	332	\$3,098	\$3,098.00
Charlton and Dack	686	\$6,400	\$6,400.00
Coleman	595	\$5,551	\$5,551.00
Englehart	1479	\$13,799	\$13,799.00
Evanturel	449	\$4,189	\$4,189.00
Harley	551	\$5,141	\$5,141.00
Hilliard	223	\$2,081	\$2,081.00
Hudson	503	\$4,693	\$4,693.00
Temiskaming Shores	9920	\$92,554	\$92,554.00
Thornloe	112	\$1,045	\$1,045.00
<b>Total Contributions</b>	<b>16384</b>	<b>\$152,863</b>	<b>\$152,863.00</b>

**Donation**

Kerns	358	\$3,340	
<b>Total Contributions</b>		<b>\$156,203</b>	<b>\$152,863</b>

As of December 31, 2021

# EARLTON-TIMISKAMING REGIONAL AIRPORT JANUARY 2022

## REVENUE

	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$3,009	\$153,731
Operations	\$7,402	\$554,631
	<hr/>	<hr/>
	\$10,411	\$708,362

## EXPENSES

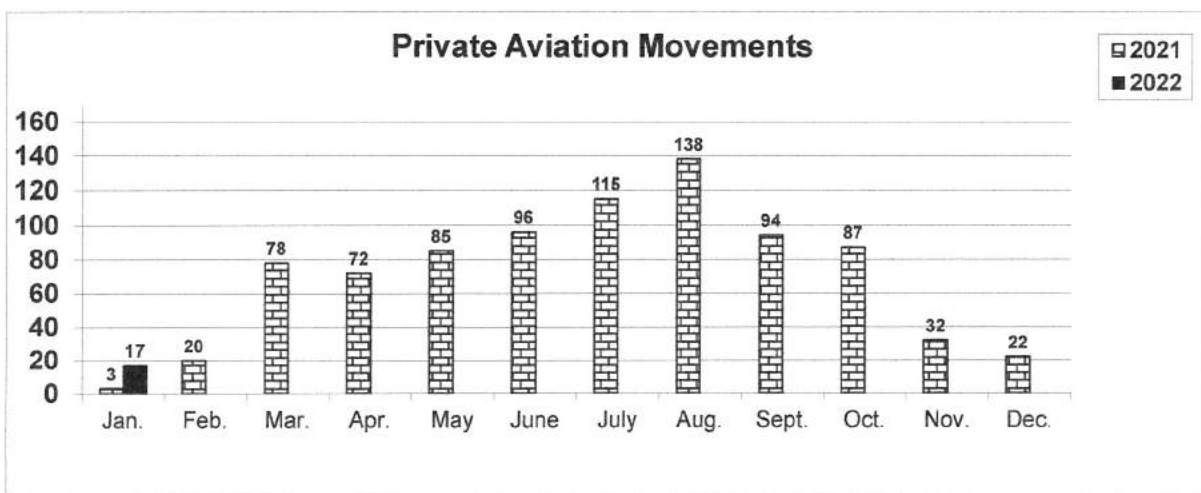
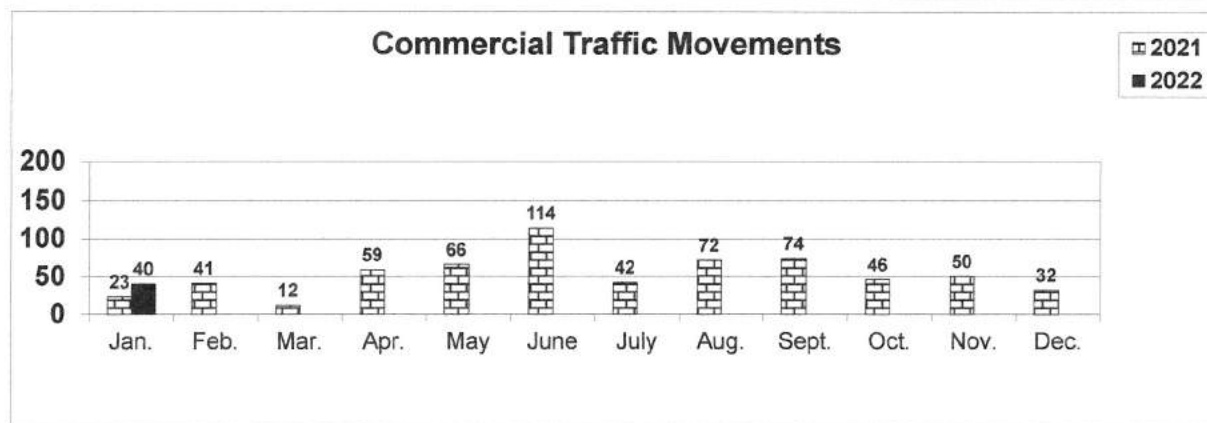
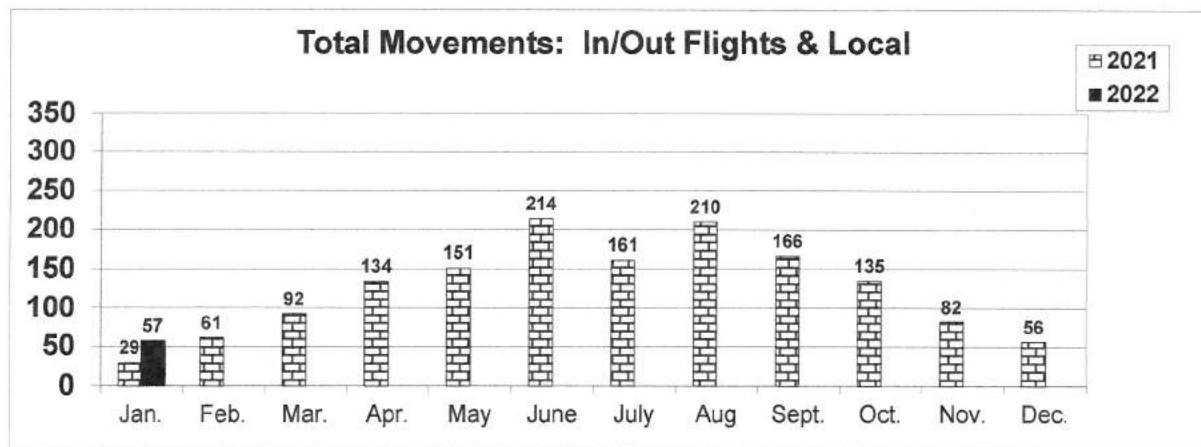
Fuel	\$0	\$109,619
Operations	\$27,506	\$301,891
	<hr/>	<hr/>
	\$27,506	\$411,510

## NET PROFIT/LOSS

Fuel	\$3,009	\$44,112
Operations	-\$20,104	\$252,740
Capital Expenses		
	<hr/>	<hr/>
	-\$17,095	\$296,852

<u>FUEL INVENTORY - JET A1</u>	\$	13,153
<u>FUEL INVENTORY - AVGAS</u>	\$	14,944
<u>FUEL INVENTORY - DIESEL</u>	\$	4,083

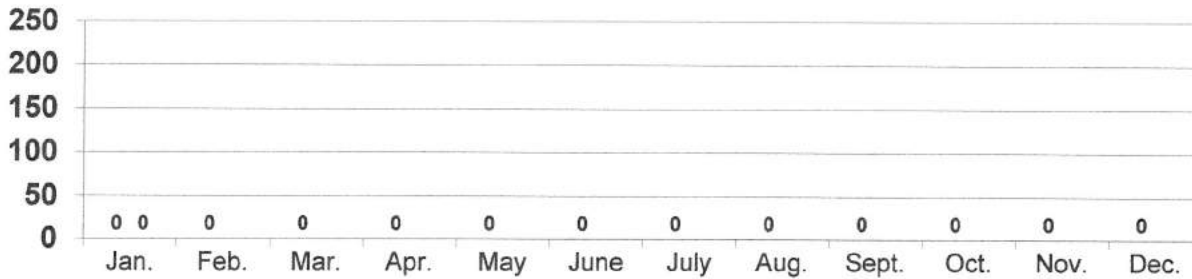
## ANNUAL AIRCRAFT MOVEMENTS





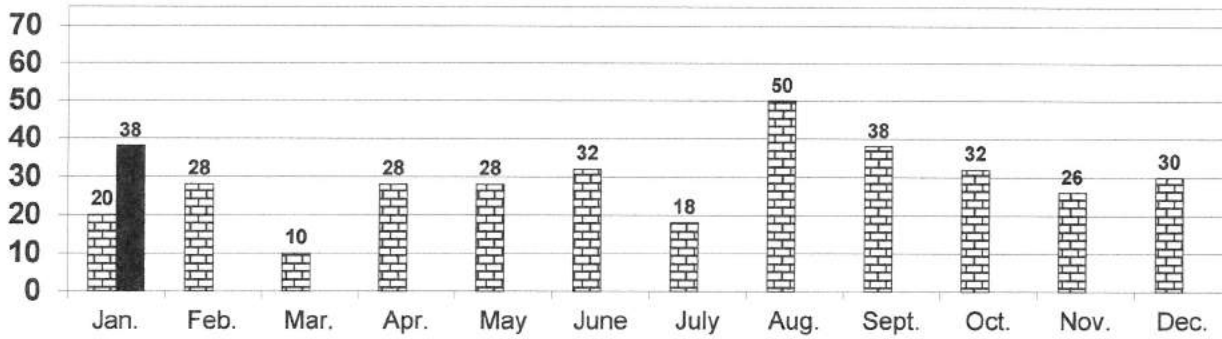
### Air Carriers Movements

▨ 2021  
■ 2022



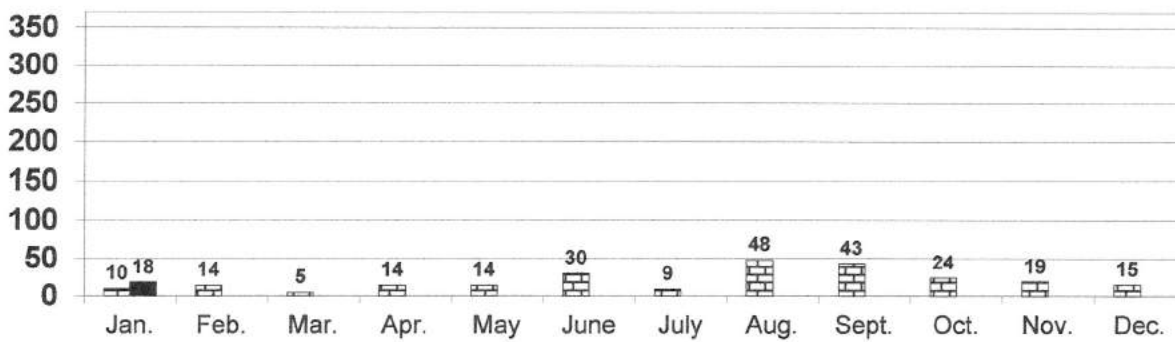
### Air Ambulance Movements

▨ 2021  
■ 2022



### # Pgrs. via Air Charter

▨ 2021  
■ 2022



**Community Contribution Summary**  
**2021 Sharing Contribution**  
**Per Capita Contribution - \$9.33**

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1166	\$10,879	\$10,879.00
Casey	368	\$3,433	\$3,433.00
Chamberlain	332	\$3,098	\$3,098.00
Charlton and Dack	686	\$6,400	\$6,400.00
Coleman	595	\$5,551	\$5,551.00
Englehart	1479	\$13,799	\$13,799.00
Evanturel	449	\$4,189	\$4,189.00
Harley	551	\$5,141	\$5,141.00
Hilliard	223	\$2,081	\$2,081.00
Hudson	503	\$4,693	\$4,693.00
Temiskaming Shores	9920	\$92,554	\$92,554.00
Thornloe	112	\$1,045	\$1,045.00
<b>Total Contributions</b>	<b>16384</b>	<b>\$152,863</b>	<b>\$152,863.00</b>

**Donation**

Kerns	358	\$3,340	
<b>Total Contributions</b>		<b>\$156,203</b>	<b>\$152,863</b>

31-Jan-22



**EARLTON-TIMISKAMING**  
Regional Airport

## **MANAGER'S REPORT OCTOBER 2021**

**Projects:** N/A

**SMS:**

Loomex was in to perform our SMS audit on October, 27 2021, all went well, no immediate findings. They did perform an audit on runway 16/34 this year as it has never been assessed. they will also be completing a review and redo of our SMS manual as well as a tabletop emergency exercise on October 18<sup>th</sup>, 2021. A notice and calendar invite has also been sent and Transport Canada has been notified as per regulations.

The Tabletop exercise went well, the only missing participant was Armstrong Emergency Coordinator. The scenario was based on a commuter aircraft diverted to CYXR due to winter weather. The aircraft was on the wrong frequency and landed on 08/26 while a plow was working the runway and the operator was unaware of the aircraft's arrival. The Aircraft struck the snow plow with catastrophic consequences, resulting in a fire and mass casualties.

All parties worked well together as the scope and scale of the event unfolded, no immediate deficiencies were noted in the meeting afterwards and I will pass the exercise details along when received.

On the 12<sup>th</sup> of October we had a strange power issue that started with the VASIS for runway 26. On my daily inspection I found the Vasis were not activated on high setting. It was also noted that runway 16/34 lights were also unserviceable as well as the Windsock by 16/34. I went to the FEC and found the circuit breaker for 16/34 had tripped. I reset it went out to check the lights again and at a lower power setting the 26 Vasis were operational and I was able to cycle through all settings.

16/34 was also operational but the windsock was not working so we attempted to change the bulb, that didn't solve the problem, so we changed the transformer still no luck.

The next day on my morning inspection we found the Vasis for 26 again not working on high setting and the lights on 16/34 were out again. We called Jean Carron to pick his brain and he thought maybe a transformer wasn't working on the 26 Vasis, we changed one over but still had

the same issue the following day. A NOTAM was issued for 16/34 lights being U/S as we were less than a week away from shutting the lights down for the winter.

When we went back to the 16/34 windsock we had a closer look at the electrical connection and determined that the swivel head on the mast where the light gets its power had failed and was shorting out.

Interestingly this short was also taking out the circuit on 16/34 and had the impact on the 26 Vasis on high setting, once we bypassed the short, they worked properly.

Fortunately, I was able to locate the manufacturer and sent him some photos of the windsock swivel and he recognized it as one of his products and based on what he saw determined its age to be close to 40 years old. A new swivel was ordered at a cost of \$1200.00. This was approved by Carmen Kidd.

#### **Staff Training:**

On the 18<sup>th</sup> of October I sent out an invite for interview on the sole candidate for the winter seasonal posting, I hadn't heard back from anyone and mentioned this at the Executive Board Meeting held on the 21<sup>st</sup>. Carmen agreed to come in on Monday the 25<sup>th</sup> for the interview process with our sole candidate Donald Antler. The interview went well and an offer was made and accepted by Mr Antler to Start on the first of November.

Mr Antler has a great deal of winter operations with the Township of Armstrong and being local, recently retired should be a good fit for us.

I am still working with our fuel supplier to get online fuel training for Max and me. We are also looking at GRF training for the upcoming changes to how we report winter runway conditions that will take effect in August 2021. I have been working on a new training syllabus and should have that completed early November.

**Fuel:** We have been having some issues with the fuel system computer not logging fuel sales. Fortunately the credit card part is still working and we are able to determine volumes by the card amounts, I have had several techs on this from OPW the manufacturer and they recommended a reinstall of the software on the computer in the fuel shack. This cost us \$1000.00 to have the tech into do this reboot, the USB stick in the computer was also changed so far it appears to have solved the issue and we continue to monitor. No sales were lost due to this glitch and the root cause has yet to be determined.

**Irregular Operations (IROPS):** We had a charter through in October, Miller with 4 pax in all.

## **Winter Operations: 2021/2022 Summary**

Starts November

### **Equipment**

All equipment is ready to go.

### **Safety Management System (SMS) Update**

SMS Audit Findings – 2021 SMS Audit findings – Presently working on 6 SMS Audit findings and Corrective Action Plans along with the follow-ups. Ongoing.

We had no safety concerns reported in October.

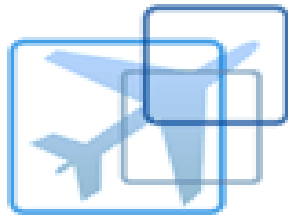
### **SMS Reports**

Item	
Noise Complaints	0
SMS Wildlife reports	0
SMS Issue/Observation Report	0
SMS Accident Report	0
Audit Findings	6

### **Misc. Updates:**

We have 1 open T hanger available, I have had a couple of calls inquiring about it but no commitments thus far.

**Correspondence: N/A**



**EARLTON-TIMISKAMING**  
Regional Airport

## **MANAGER'S REPORT November 2021**

**Projects:** N/A

**SMS:**

I have enclosed a copy of the after-action report on our Table top Emergency Exercise in the Correspondence section at the end of this report for your review.

As previously noted, the exercise went well.

Some of the findings were to have a scribe present when the EOC is activated another would be to have a flipchart available in the EOC or a whiteboard to track pertinent information. The fix for the scribe would be to bring Sheila into cover that area when the EOC is activated. I will look at ordering a flip chart to be in the EOC permanently.

**Staff Training:**

Staff Winter Training has begun on the 3<sup>rd</sup> of November and is expected to take up to 2 weeks incrementally.

I have loaded Don Antler up with several tasks to be completed in that time period such as obtaining his radio license to use while operating on the airfield, I am certified to proctor that exam when he is ready to write. Equipment familiarization and training, general Airport knowledge and awareness training including driving on an airport maneuvering area, what all the signs, lights and pavement markings represent as everything has a meaning and purpose. Introduction and training on Winter Aircraft Movement Surface Condition Reporting (WAMSCR) including reporting on Canadian Runway Friction Index (CRFI) using the new Notam Entry System (NES) from Nav Canada to file WAMSCR reports, Max will be participating in this training as well.

**Fuel:** Don Antler has been receiving introductory training with Max on the basics of dispensing and fuel management.

**Irregular Operations (IROPS):**

The weather this month has not been the greatest for flying, we have had a lot of known icing conditions that have had an impact on our monthly numbers plus the fact that we are not able to provide aircraft de icing.

**Winter Operations: 2021/2022 Summary**

For the month of November we had to activate our 2021/22 Snow Plan 5 times  
With 1 call out but a no show due to poor weather and no de-icing on site. A call out charge will still be applied.

We also had a Miller charter scheduled for the 29<sup>th</sup> but they cancelled last minute due to weather and no de-icing on site, ended up going to North Bay.





New line received and installed on the 26<sup>th</sup> and was put back in service.

### **Safety Management System (SMS) Update**

SMS Audit Findings – 2021 SMS Audit findings – Presently working on 6 SMS Audit findings and Corrective Action Plans along with the follow-ups. Ongoing.

We had no safety concerns reported in November.

### **SMS Reports**

Item	
Noise Complaints	0
SMS Wildlife reports	0
SMS Issue/Observation Report	0
SMS Accident Report	0
Audit Findings	6

### **Misc. Updates:**

We have 1 open T hanger available, I have had a couple of calls inquiring about it but no commitments thus far.

**Correspondence: CYXR ERP REPORT**

# **After- Action Report**

**Earlton-Timiskaming Airport  
Tabletop Exercise  
October 18, 2021**

Prepared by:  
The Loomex Group

Prepared for:  
James Smith, Airport Manager  
Earlton-Timiskaming Airport

**The Loomex Group**  
Ontario • Quebec • Alberta  
705-775-5022 [Loomex.ca](http://Loomex.ca)

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## Executive Summary

The primary purpose of conducting a tabletop safety exercise is to meet legislative requirements that are mandated by the Canadian Aviation Regulations (CARs). Conducting an exercise also allows an airport to test its emergency response plan (ERP), work with internal and external stakeholders, identify strengths in its current ERP, and identify areas in which its current ERP can be improved. Moreover, conducting exercises, providing training, and making amendments to its existing ERP helps an airport ensure that its safety and security needs and capabilities reflect its mission and vision statements.

On October 18, 2021, The Loomex Group facilitated a tabletop exercise for Earleton-Timiskaming Airport (the Airport). The exercise, designated "Frostbite," was designed to test the Airport's ERP. The exercise simulated a collision between an incoming aircraft and a snow removal vehicle performing maintenance on a runway. The exercise inputs considered airport infrastructure responses, public safety, communication interoperability, media issues, business continuity, and returning the Airport to normal operations.

The exercise identified many successes and challenges for the Airport. These findings are highlighted in Section 2 of this after-action report (AAR) and focus on the following areas:

- Emergency Operations Centre (EOC) Activation and Notification
- Initial Response – Airport Manager
- EOC Situational Awareness and Information Sharing
- EOC Plans and Processes
- EOC Facility

The Airport's management team should review this AAR and develop an action plan to correct any deficiencies that have been identified in the Airport's current ERP. Once an action plan has been developed, partial exercises should be conducted to verify that the revised changes will successfully correct the deficiencies in the Airport's ERP.

By conducting annual exercises and maintaining and enhancing its ERP and partnerships with stakeholders – both internal and external to the Airport – Earleton-Timiskaming Airport demonstrates its commitment to meeting the requirements of Transport Canada. The way in which the Airport competently managed this exercise made evident their dedication to meeting safety and compliance requirements.

### Overview: Earlton-Timiskaming Airport (CYXR) "Frostbite" Exercise

Scope	A two (2) hour tabletop exercise for Earlton-Timiskaming Airport was designed for the Airport to test its ERP and meet legislative requirements mandated by the CARs.
Mission Areas	Prevention; protection; mitigation; response; recovery
Objectives	<ul style="list-style-type: none"> <li>• Test the Airport's ERP</li> <li>• Provide a platform for agencies to practice information exchange</li> <li>• Test the interoperability between Airport staff and outside agencies</li> <li>• Test communication processes and systems</li> <li>• Fulfill legislative obligations mandated by the CARs</li> </ul>
Scenario	A Dash 8 reports that it is on a short, final approach to the Airport. The APM attempts to radio a snow removal operator performing maintenance work on the runway but is unsuccessful in making contact. Upon landing, the Dash 8 collides with a piece of snow removal equipment on Runway 08. A fuel spill and a large fire resulted from the crash. At the time of the incident, 38 passengers and four (4) crew were on board the Dash 8. Snow and snow squalls coupled with a record cold temperature were forecasted for the remainder of the day.
Facilitator	The Loomex Group
Participating Organizations	<p>Four (4) agencies participated in the exercise:</p> <ul style="list-style-type: none"> <li>• Earlton-Timiskaming Airport</li> <li>• Armstrong Fire</li> <li>• Timiskaming EMS</li> <li>• Ontario Provincial Police</li> </ul>
Client Contact	James Smith, Airport Manager Earlton-Timiskaming Airport

## 1.0 Background

The Loomex Group facilitated a tabletop exercise for Earlton-Timiskaming Airport to test the Airport's ERP. The exercise provided the Airport with an opportunity to practice information exchange(s) between the Airport's EOC Control Group and external stakeholders and fulfill legislative obligations mandated by the CARs.

The "Frostbite" exercise was designed to test the following areas:

- The interoperability between agencies
- Communication between agencies
- Business continuity and recovery

Three (3) controller sites were established for the exercise:

- Exercise Controller/Site Controller
- EOC Controller
- Simulation Cell Controller

The Loomex Group discussed objectives, safety protocols, and COVID-19 procedures with Airport authorities and external stakeholders before starting the exercise.

### Key Events: "Frostbite" Exercise

Exercise Date	<ul style="list-style-type: none"> <li>• November 2, 2021</li> </ul>
Weather	<ul style="list-style-type: none"> <li>• Temperature: Cold; the expected high is -15 degrees Celsius</li> <li>• Snow and snow squalls expected for the remainder of the day</li> <li>• 15-20 cm of snow expected in the next 24 hours</li> <li>• Winds increasing in speed upwards to 65 km/hr</li> </ul>
EOC	<ul style="list-style-type: none"> <li>• Activated due to a collision on the Airport runway between a Dash 8 plane and snow removal equipment</li> </ul>
Threat	<ul style="list-style-type: none"> <li>• A warrant was issued for the arrest of a passenger aboard the incoming plane</li> <li>• Spilled fuel</li> <li>• Large fire</li> <li>• Extensive damage to Runway 08 across a 400-ft stretch</li> <li>• Winds increasing in speed to 65 km/hr</li> </ul>
Communications	<ul style="list-style-type: none"> <li>• Airport manager (APM) activates 911 after the crash occurs</li> <li>• EOC Control Group activated by APM</li> </ul>
Souls/Passengers	<ul style="list-style-type: none"> <li>• 38 passengers with four (4) crew on board the Dash 8</li> </ul>

### Key Events: “Frostbite” Exercise

Business Continuity/Resumption	<ul style="list-style-type: none"> <li>• One (1) snow removal equipment operator</li> <li>• The passenger with the outstanding warrant needs to be secured</li> <li>• Runway 08 needs extensive repairs</li> </ul>
--------------------------------	--

## 1.1 Exercise Response

The following is a list of the agencies that were notified/activated and the actions that were taken after the crash occurred.

- APM activates 911
- EOC activated
- Transport Canada notified
- Nav Canada notified
- Internal and external agencies notified
- Passengers accounted for
- Communication to responders, stakeholders, and media

## 2.0 Successes and Challenges

This section of the AAR summarizes the successes and the challenges encountered by the Airport's Emergency Control Group during the exercise as well as proposed changes to the Airport's emergency response processes and procedures, where applicable.

### 2.1 EOC Activation and Notification

Successes	Challenges/Proposed Changes
<ul style="list-style-type: none"> <li>• EOC positions established</li> <li>• EOC Command Staff and its members worked at a timely pace</li> </ul>	<ul style="list-style-type: none"> <li>• Utilize a whiteboard/flip chart to communicate initial information known about the incident</li> <li>• Initial incident action plan (IAP) development</li> <li>• Utilize a master event log and include the number of affected souls and fatalities</li> <li>• Use of checklists by all EOC members</li> </ul>

### 2.2 Initial Response – Airport Manager

Successes	Challenges/Proposed Changes
<ul style="list-style-type: none"> <li>• The EOC was activated quickly</li> <li>• Good communication between the Sim Cell Site and the EOC</li> <li>• The appropriate agencies were notified</li> </ul>	<p>Need to establish a scribe early in the incident and assign this role to the EOC (if the resources to do this are available)</p>



### 2.3 EOC Situational Awareness and Information Sharing

Successes	Challenges/Proposed Changes
<ul style="list-style-type: none"> <li>The EOC director effectively managed the incident, given the different situations presented by the exercise inputs</li> <li>The responders communicated well, sharing all information</li> </ul>	<ul style="list-style-type: none"> <li>Better utilize a whiteboards/flip chart to provide updated information about the incident as it becomes known</li> <li>Utilize a scribe in EOC earlier in the incident to manage the master event log</li> <li>Incoming calls should be avoided during a business cycle</li> </ul>

### 2.4 EOC Plan and Processes

Successes	Challenges/Proposed Changes
<ul style="list-style-type: none"> <li>The EOC followed applicable procedures established in the ERP</li> </ul>	<ul style="list-style-type: none"> <li>There were no challenges or proposed changes for this section</li> </ul>

### 2.5 EOC Facility

Successes	Challenges/Proposed Changes
<ul style="list-style-type: none"> <li>The EOC members were adaptable to the EOC facility and its available space</li> </ul>	<ul style="list-style-type: none"> <li>Utilize whiteboard/flip chart as a visual aid to communicate information about the incident</li> <li>Establishing virtual platforms needs to be practiced</li> </ul>

### **3.0 Recommendations**

Based on a review of the successes, challenges and proposed changes identified in the preceding section of this AAR, The Loomex Group has prepared the following recommendations for the Airport:

#### **Activation and Notification**

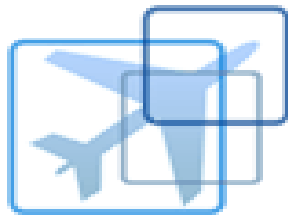
- Upon activation of the EOC, the APM should establish a scribe to help with the initial notifications and conducting of checklist(s)
- Utilize a whiteboard/flip chart to document the incident so new members arriving at the EOC can get updated on the incident quickly

#### **EOC**

- Review the technology and virtual platforms that are available for use during an incident so that everyone in the EOC is comfortable with using these resources
- A scribe should be utilized to maintain master event logs and to establish and manage the virtual links
- Procedures for conducting the EOC virtually and/or how to connect with internal or external stakeholders should be developed
- For documentation purposes, ensure all members attending the EOC complete a sign-in upon arrival at the location

#### **Additional Training**

- Continue training on how to develop and utilize situational reports, EOC status reports and IAPs



**EARLTON-TIMISKAMING**  
Regional Airport

## **MANAGER'S REPORT DECEMBER 2021**

**Projects:** N/A

**SMS:**

We are expecting our SMS audit to be finalized early January. Preliminary updates indicate that there were no major findings. This report will also encompass Runway 16/34 audit. As previously mentioned, we will need to seriously consider closing that strip as it is not meeting federal regulations. I will have a supplementary report coming in the new year to discuss our options on how to mitigate that risk.

**Staff Training:**

Don has obtained his radio licence and his training is ongoing in the practical sense.

**Fuel:** Don Antler has been receiving introductory training with Max on the basics of dispensing and fuel management with aviation grade products.

**Irregular Operations (IROPS):**

The weather this month has not been the greatest for flying, we have had a lot of known icing conditions that have had an impact on our monthly numbers plus the fact that we are not able to provide aircraft de icing.

### **Winter Operations: 2021/2022 Summary**

For the month of December we had to activate our 2021/22 Snow Plan 15 times with 2 call outs and a no show due to poor weather and no de-icing on site. We have accrued 105.75 hours of overtime in December due to snow events on weekends and over the holidays. I am working with staff to get the to take days off when we have the airfield in good condition and fair sky's.

Date	Accumulation	Lights broken	Equipment Issues/ other	Overtime	Winds
Nov 17 21	3cm wet snow to fzf	N/A	N/A	N/A	SE 15-25
Nov 22 21	2cm wet snow to ice +1 to -11	N/A	Loader blew a high-pressure oil line	N/A	W 35
Nov 26 21	5cm dry snow	N/A	Loader back in service	N/A	<a href="#">NNW 25-30</a>
Nov 27 21	Call out Ornge for update	N/A	Did update but no A/C billed Ornge for call out	4 hrs	
Nov 29 21	2 cm dry snow	N/A	N/A	N/A	<a href="#">5-10 NW</a>
Nov 30 21	2 cm dry snow	N/A	N/A	N/A	<a href="#">Calm</a>
Dec 01 21	2 cm dry snow	N/A	N/A	N/A	<a href="#">5-10 WNW</a>
Dec 02 21	2cm snow to FZR	N/A	N/A	N/A	<a href="#">50 NNW</a>
Dec 04 21	7.6cm dry snow	N/A	N/A	13.5	<a href="#">Calm</a>
Dec 05 21	Call out Ornge for update	N/A	Did update billed for call out Ornge 0700hrs	6	<a href="#">Calm</a>
Dec 06 21	7 cm Dry Snow	N/A	N/A	N/A	<a href="#">E 10 SW 30 NW 30</a>
Dec 08 21	2 cm + Call out after hours	N/A	Did update billed for call out Ornge 1900hrs	6	<a href="#">Calm</a>
Dec 09 21	2cm dry snow	N/A	Snow Blower Starter not working have new one ordered	N/A	<a href="#">NW 10-15</a>
Dec 10 21	3cm dry snow	N/A	New Starter installed blower	N/A	<a href="#">SW 20-30</a>
Dec 12 21	3cm dry snow to FZR	N/A	N/A	21.75	<a href="#">SW 15 NW 30</a>
Dec 20 21	3cm dry snow	N/A	N/A	4.5	<a href="#">SW 10-15</a>
Dec 22 21	10.16cm dry snow	N/A	Plow 80 wing piston leaking oil.	N/A	<a href="#">WNW 25-35</a>
Dec 26 21	7cm dry snow	N/A	N/A	24	<a href="#">WNW 7</a>
Dec 28 21	5cm dry snow	N/A	Loader not starting maybe battery.	33	<a href="#">NW 5</a>
Dec 29 21	2cm dry snow	N/A	Loader Fixed new alternator belts installed charging ok.	N/A	<a href="#">SSW 5</a>
Dec 30 21	3cm dry snow	N/A	Blower battery blew up while charging had to replace 2 battery's. Fixed.	N/A	<a href="#">NNW 10-15</a>
Jan 01 22	3 cm dry snow	N/A	N/A	18.0	<a href="#">NNW 10-15</a>
Jan 03 22	Call out for Ornge	N/A	N/A	6	<a href="#">N/A</a>

Jan 05 22	7.62 cm dry snow	N/A	N/A	N/A	<a href="#">NW 10</a> <a href="#">Gust 30</a>
Jan 06 22	4 cm dry snow	N/A	N/A	N/A	<a href="#">NNW</a> <a href="#">22-33</a>

## **Equipment**

On Dec 09 2021 the blower starter failed, this had been an ongoing issue where we would not be able to get it started without having to rap and tap on the solenoid. It finally quit and we were able to locate on rather quickly and replaced it the next day. This could also be attributed to the batter issues we were having, always having to boost the unit prior too use, on the 30<sup>th</sup> od Dec we had a charger on the blower battery and it blew up so we had to replace the 2 battery's. We sumise that the wear on the batterys from the defective starter was just to much. Since replacing the starter and battery we have had no further issues with the blower.

Dec 22, 2021 Plow 80 has developed a leak on the hydraulic cylinder for the wing blade, will continue to monitor but it will need to be repaired once time permits. The wing blade has not been used and will be removed when time and weather permit for service.

Dec 28 2021 Loader wouldn't start tried charging the battery's but no luck either. Determined that the battery charger has died. The positive power cable has frayed where it connected to the charger and isn't working. Charger is very old with Transport Canada label on it, new charger was purchased at Canadian tire on sale. On closer examination of the loader, we noted that the belts to the alternator were stretched and could have been part of the issue, so we replaced them and recharged battery with new charger and have not had any problems since.

Throughout all of these setbacks we did not have any impact to operations.

## **Safety Management System (SMS) Update**

SMS Audit Findings – 2021 SMS Audit findings – Presently working on 6 SMS Audit findings and Corrective Action Plans along with the follow-ups. Ongoing.

We had no safety concerns reported in December.

**SMS Reports**

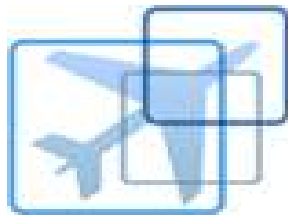
Item	
Noise Complaints	0
SMS Wildlife reports	0
SMS Issue/Observation Report	0
SMS Accident Report	0
Audit Findings	6

**Misc. Updates:**

We have 1 open T hanger available. I have had a couple of calls inquiring about it but no commitments thus far.

**Correspondence: N/A**





**EARLTON-TIMISKAMING**  
Regional Airport

## **MANAGER'S REPORT JANUARY 2022**

**Projects:** N/A

**SMS:**

I have enclosed a copy of our SMS audit for your review. This report also encompasses our Runway 16/34 audit. As previously mentioned, we need to seriously consider closing that strip as it is not meeting federal regulations. Currently 16/34 is listed as a gravel runway. Current conditions are 90% grass covered. Estimated costs to bring that runway back to proper regulatory standards would be well in excess of \$ 200,000.00 Due to the runway not meeting regulatory requirements and lack of funding for secondary runways it is my view that it should be closed due to safety reasons. We could use the runway lights on that strip to keep our main runway operational as parts become harder and harder to find. This will be a discussion item on our January board meeting in February. The runway is currently closed for winter operations and is scheduled to reopen in April 2022. Should we seek to close the runway it will take some time as public consultation needs to be held on this matter as per Transport Canada regulations regarding closing of surfaces at certified airports.

**Staff Training:**

Don is receiving training on an ongoing basis in the practical sense.

**Fuel:** N/A

**Irregular Operations (IROPS):**

The weather this month has not been the greatest for flying, we have had a lot of known icing conditions that have had an impact on our monthly numbers plus the fact that we are not able to provide aircraft de icing.



## **Winter Operations: 2021/2022 Summary**

For the month of January we had to activate our 2021/22 Snow Plan 11 times with 2 call outs and a no show due to poor weather and no de-icing on site. We have accrued 39.0 hours of overtime in January due to snow events on weekends and call outs. I am working with staff to get the to take days off when we have the airfield in good condition and fair sky's.

Date	Accumulation	Lights broken	Equipment Issues/ other	Overtime	Winds
Nov 17 21	3cm wet snow to fzf	N/A	N/A	N/A	SE 15-25
Nov 22 21	2cm wet snow to ice +1 to -11	N/A	Loader blew a high-pressure oil line	N/A	W 35
Nov 26 21	5cm dry snow	N/A	Loader back in service	N/A	<a href="#">NNW 25-30</a>
Nov 27 21	Call out Ornge for update	N/A	Did update but no A/C billed Ornge for call out	4 hrs	
Nov 29 21	2 cm dry snow	N/A	N/A	N/A	<a href="#">5-10 NW</a>
Nov 30 21	2 cm dry snow	N/A	N/A	N/A	<a href="#">Calm</a>
Dec 01 21	2 cm dry snow	N/A	N/A	N/A	<a href="#">5-10 WNW</a>
Dec 02 21	2cm snow to FZR	N/A	N/A	N/A	<a href="#">50 NNW</a>
Dec 04 21	7.6cm dry snow	N/A	N/A	13.5	<a href="#">Calm</a>
Dec 05 21	Call out Ornge for update	N/A	Did update billed for call out Ornge 0700hrs	6	<a href="#">Calm</a>
Dec 06 21	7 cm Dry Snow	N/A	N/A	N/A	<a href="#">E 10 SW 30 NW 30</a>
Dec 08 21	2 cm + Call out after hours	N/A	Did update billed for call out Ornge 1900hrs	6	<a href="#">Calm</a>
Dec 09 21	2cm dry snow	N/A	Snow Blower Starter not working have new one ordered	N/A	<a href="#">NW 10-15</a>
Dec 10 21	3cm dry snow	N/A	New Starter installed blower	N/A	<a href="#">SW 20-30</a>
Dec 12 21	3cm dry snow to FZR	N/A	N/A	21.75	<a href="#">SW 15 NW 30</a>
Dec 20 21	3cm dry snow	N/A	N/A	4.5	<a href="#">SW 10-15</a>
Dec 22 21	10.16cm dry snow	N/A	Plow 80 wing piston leaking oil.	N/A	<a href="#">WNW 25-35</a>
Dec 26 21	7cm dry snow	N/A	N/A	24	<a href="#">WNW 7</a>
Dec 28 21	5cm dry snow	N/A	Loader not starting maybe battery.	33	<a href="#">NW 5</a>
Dec 29 21	2cm dry snow	N/A	Loader Fixed new alternator belts installed charging ok.	N/A	<a href="#">SSW 5</a>
Dec 30 21	3cm dry snow	N/A	Blower battery blew up while charging had to replace 2 battery's. Fixed.	N/A	<a href="#">NNW 10-15</a>
Jan 01 22	3 cm dry snow	N/A	N/A	18.0	<a href="#">NNW 10-15</a>
Jan 03 22	Call out for Ornge	N/A	N/A	6	<a href="#">N/A</a>

Jan 05 22	7.62 cm dry snow	N/A	N/A	N/A	<a href="#">NW 10 Gust 30</a>
Jan 06 22	4 cm dry snow	N/A	N/A	N/A	<a href="#">NNW 22-33</a>
Jan 09 22	3 cm dry snow	N/A	Truck 81 wing piston leaking fluid. Governor on air system also quit.	N/A	<a href="#">NW 30-50</a>
Jan 12 22	3 cm dry snow	N/A	Truck 81 fixed back on line	N/A	<a href="#">WNW 10-15</a>
Jan 13 22	2 cm dry snow	N/A	N/A	6	<a href="#">NNW 5-10</a>
Jan 19 22	15.24 cm dry snow	N/A	N/A	N/A	<a href="#">SE 6-9 WNW 25-30</a>
Jan 23 22	Call out for Ornge	N/A	N/A	6	<a href="#">N/A</a>
Jan 24 22	2 cm dry snow	N/A	N/A	N/A	<a href="#">W 8</a>
Jan 27 22	6 cm dry snow	N/A	N/A	3	<a href="#">S 10-15 WNW 25-35</a>
Feb 6 2022	Call out for Ornge	N/A	N/A	6	<a href="#">N/A</a>
Feb 7 22	25.4 cm dry snow	N/A	N/A	N/A	<a href="#">S 5-10 NE 7</a>
Feb 8 22	Call out for Ornge	N/A	N/A	N/A	<a href="#">N/A</a>
Feb 10 22	3 cm dry Snow	N/A	N/A	N/A	<a href="#">S 15-25</a>
Feb 11 22	6 cm dry snow	N/A	N/A	N/A	<a href="#">S10</a>
Feb 12 22	3 cm dry snow	N/A	N/A	18	<a href="#">NNW 25-30</a>

## **Equipment**

January 13th 2022 the wing blade hydraulic cylinder on plow 81 started to leak so we had to take the wing out of service we also had issues with the regulator on the air compressor not working and not building up air.

Luckily for us Don Antler has had previous experience in rebuilding hydraulic cylinders so the parts were ordered and he and Max replaced all the seals on the cylinder getting it back in service in short order. Had we not had Don here we would have had to take in the cylinder to Time

Equipment in Haileybury to repair and that would have had us off line with the wing blade for approximately four to six weeks. We were also able to order in and replace the air governor on the truck as well so there was no impact to operations while it was down for repairs I am happy to report it is now working perfectly.

### Safety Management System (SMS) Update

SMS Audit Findings – 2022 SMS Audit findings – Presently working on 6 SMS Audit findings and Corrective Action Plans along with the follow-ups. Ongoing.

We had no safety concerns reported in December.

### SMS Reports

Item	
Noise Complaints	0
SMS Wildlife reports	0
SMS Issue/Observation Report	0
SMS Accident Report	0
Audit Findings	6

### Misc. Updates:

We have 2 open T hanger available. I have had a couple of calls inquiring about it but no commitments thus far. Long term tenant Dave Wilcox has pulled out due to lack of use.

**Correspondence: See Attached SMS Audit:**

# 20 21

## Earlton-Timiskaming Regional Airport

QUALITY ASSURANCE AUDIT FINAL REPORT

Prepared for:

Jamie Smith, Airport Manager

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Earlton, ON P0J 1E0

Email: [apm@timiskairport.com](mailto:apm@timiskairport.com)

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Phone: 705-563-2215

**Subject: Earlton-Timiskaming Regional Airport Quality Assurance Audit**

Dear Mr. Smith:

Enclosed, please find the 2021 Airport Quality Assurance Audit Report for Earlton-Timiskaming Regional Airport.

If you have any questions or concerns about the results of the audit, please do not hesitate to contact me at your convenience.

Respectfully,



**LOOMEX**

Ontario • Alberta

**Malcolm  
Cook** Lead  
Auditor

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## Appendices

Appendix A: TP 312 4<sup>th</sup> Edition – Chapters 6-9 Checklist

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Appendix D: TP 312 Chapters 3<sup>rd</sup> Edition – All Chapters Pertaining to Runway 16-34 Checklist





### **1.0 Introduction**

At the request of Earlton-Timiskaming Regional Airport, The Loomex Group conducted a regulatory quality assurance (QA) audit as per the safety management system (SMS). Applicable manuals were reviewed throughout October 2021; on-site audits and interviews with airport staff were conducted on October 27, 2021.

The following report discusses the results of the audit. Based on these results, recommendations for areas in which the airport can make improvements have been included, where applicable.

## **2.0 Audit Summary**

The quality assurance audit for Earlton-Timiskaming Regional Airport was conducted by Malcolm Cook, Lead Auditor for The Loomex Group. This audit was a full QA audit and addressed the following areas:

- TP 312 4<sup>th</sup> edition – chapters 6-9 (3<sup>rd</sup> edition, where applicable)
- Obligations of the Operator (CARs 302.07 and 302.09-302.11)
- Winter Maintenance Plan
- TP 312 3<sup>rd</sup> edition – all chapters pertaining to Runway 16-34

Standard QA audit procedures were used throughout the audit process. These procedures involved a detailed review of all airport-provided manuals and records as well as the utilization of satellite imagery for taking/verifying measurements at the airport; the latter was accompanied by observations made on site by the auditors. Airfield infrastructure was also inspected, including a review of all movement area asphalt and the surface condition(s) and lighting systems on Runway 16-34. Staff interviews were also conducted as part of the QA audit process. These interviews were conducted between Malcolm Cook and Jamie Smith, Airport Manager for Earlton-Timiskaming Regional Airport.

The checklists that were used during the audit process are included in the appendices of this report.

## **3.0 Summary of Audit Findings**

The following percentages were utilized during the auditing process:

- TP 312 4<sup>th</sup> edition – chapters 6-9 (3<sup>rd</sup> edition where applicable): 100 per cent of all sections
- Obligations of the Operator: 100 per cent of all sections
- Winter Maintenance Plan: 100 per cent of all sections
- TP 312 3<sup>rd</sup> edition – all chapters pertaining to Runway 16-34: 100 per cent of all sections

Audit findings are categorized as either an observation or a non-compliance.

Observations are either recommendations that may become regulatory issues or information that was found in various airport documents that should be included in the main airport document.

Non-compliance findings must be resolved within a fixed timeframe.

A total of one (1) observation and zero (0) non-compliance findings were identified during the audit process. These results are summarized in the subsections that follow.

An additional twelve (12) findings were identified while conducting the audit for Runway 16-34. These results were not included in previous audits due to Runway 16-34 being temporarily closed at the time those audits were conducted. These findings are also summarized in the subsections that follow.

### **3.1 TP 312 4<sup>th</sup> Edition – Chapters 6-9 (3<sup>rd</sup> Edition Where Applicable)**

#### **Findings**

No findings were identified during the audit of TP 312 chapters 6-9.

#### **Observations**

No observations were identified during the audit of TP 312 chapters 6-9.

### **3.2 Obligations of the Operator**

#### **Findings**

No findings were identified during the audit of the Obligations of the Operator.

## Observations

One (1) observation was identified during the audit of the Obligations of the Operator.

Obligations of the Operator	
Observations	Auditor Comment(s)
<p><b>Observation 1:</b> 302.07 (1) The operator of an airport shall</p> <p>(a) comply</p> <p>(i) subject to subparagraph (ii), with the standards set out in the aerodrome standards and recommended practices publications, as they read on the date on which the airport certificate was issued,</p> <p>(ii) in respect of any part or facility of the airport that has been replaced or improved, with the standards set out in the aerodrome standards and recommended practices publications, as they read on the date on which the part or facility was returned to service, and</p> <p>(iii) with any conditions specified in the airport certificate by the Minister pursuant to subsection 302.03(3);</p> <p>(b) without charge, at the request of a Department of Transport inspector, allow access to airport facilities and provide the equipment necessary to conduct an inspection of the airport;</p> <p>(c) review each issue of each aeronautical information publication on receipt thereof and, immediately after such review, notify the Minister of any inaccurate information contained therein that pertains to the airport;</p> <p>(d) notify the Minister in writing at least 14 days before any change to the airport, the airport</p>	<p>(a) It was noted that the provided AOM did not appear to be signed by the current airport manager.</p> <p>Recommend that the AOM be signed by the current airport manager and a policy be made to ensure the AOM is signed appropriately during AOM review.</p>

<p>facilities or the level of service at the airport that has been planned in advance and that is likely to affect the accuracy of the information contained in an aeronautical information publication;</p> <p>(e) as the circumstances require for the purpose of ensuring aviation safety, inspect the airport:</p> <p>(i) as soon as practicable after any aviation occurrence, as that term is defined in Section 2 of the <i>Canadian Transportation Accident Investigation and Safety Board Act</i>,</p> <p>(ii) during any period of construction or repair of the airport or of airport facilities that are designated in the airport certificate,</p> <p>(iii) at any other time when there are conditions at the airport that could be hazardous to aviation safety;</p> <p>(f) subject to paragraph (d), notify the Minister in writing of any change in airport operations within 14 days after the date of the change; and</p> <p>(g) assign duties on the movement area and any other area set aside for the safe operation of aircraft, including obstacle limitation surfaces, at the airport, which are described in the airport operations manual, only to employees who have successfully completed a safety-related initial training course on human and organizational factors.</p>	
---	--

### 3.3 Winter Maintenance Plan

#### Findings

No findings were identified during the audit of the Winter Maintenance Plan.

#### Observations

No observations were identified during the audit of the Winter Maintenance Plan.

### 3.4 TP 312 3<sup>rd</sup> Edition – All Chapters Pertaining to Runway 16-34

#### Findings

Twelve (12) findings were identified during the audit of Runway 16-34.

## Observations

One (1) observation was identified during the audit of Runway 16-34.

TP 312 3 <sup>rd</sup> Edition – All Chapters Pertaining to Runway 16-34: Findings	
Finding	Auditor Comment(s)
<p><b>Finding 1:</b> 5.4.1 The slope change between two consecutive slopes should not exceed: (a) 1.5 per cent where the code number is 3 or 4; and (b) 2 per cent where the code number is 1 or 2.</p>	<p>(5.4.1) It was noted that there appears to be a significant slope in Runway 16-34. This slope should not exceed 2 per cent between two consecutive slopes.</p>
<p><b>Finding 2:</b> 5.5.1 The transition from one slope to another should be accomplished by a curved surface with a rate of change not exceeding: (a) 0.1 per cent per 30 m (100') minimum radius of curvature of 30,000 m (100,000') where the code number is 4; (b) 0.2 per cent per 30 m (100') minimum radius of curvature of 15,000 m (50,000') where the code number is 3. (c) 0.11 per cent per 30 m (100') minimum radius of curvature of 7,500 m (25,000') where the code number is 1 or 2.</p>	<p>(5.5.1) The rate of change of slope should not exceed 0.11 per cent per 30 metres.</p>
<p><b>Finding 3:</b> 5.6.1 Slope changes should be such that there will be an unobstructed line of sight from: (a) any point 3 m above the runway to all other points 3 m above the runway within a distance of at least half the length of the runway, where the code letter is C, D or E; (b) any point 2 m (7') above the runway to all other points 2 m (7') above the runway within a distance of at least</p>	<p>(5.6.1) Slope change should leave sightlines unobstructed 3 metres above runway surface to another point 3 metres above surface within half the runway length.</p> <p>A survey is required to determine if the present slope meets these conditions; at the time of the audit the</p>

<p>half the length of the runway where the code letter is B; and (c) any point 1.5 m (5') above the runway to all other points 1.5 m (5') above the runway within a distance of at least half the length of the runway where the code letter is A.</p>	<p>runway appeared to violate these requirements. AOM states that average slope is 0.86 per cent.</p>
<p><b>Finding 4:</b> 6.1.1 To promote rapid drainage of water, the runway surface should, if practicable, be cambered except where a single crossfall from high to low in the direction of the wind most frequently associated with rain would ensure rapid drainage.</p>	<p>(6.1.1) The runway appears to have no crown present in the transverse slope of the surface.</p>
<p><b>Finding 5:</b> 6.2.1 The runway transverse slope should fall between: (a) -1.0 to - 1.5 per cent where the code letter is C, D or E (b) -1.0 to - 2.0 per cent where the code letter is A or B.</p> <p>6.2.2 Transverse slopes should be consistent throughout the length of the runway except at an intersection with another runway or a taxiway where an even transition should be provided taking into account the need for adequate drainage.</p> <p>6.2.3 For a cambered surface the transverse slope on each side of the runway centre line should be symmetrical.</p>	<p>(6.2.1) The runway appears to have no crown present in the transverse slope of the surface. The crossfall was also observed to be uneven, which would lead to pooling and standing water in portions of the runway. This would violate several conditions required, including the camber crossfall required to drain water and the transverse slope falling between 1 and 1.5 per cent.</p> <p>(6.2.2) As the runway crossfall is uneven, the requirement for a symmetrical transverse slope cannot be specified.</p> <p>(6.2.3) As the runway crossfall is uneven, the requirement for a symmetrical transverse slope cannot be specified.</p>
<p><b>Finding 6:</b> 7.1.1 Runways shall have a bearing strength sufficient to support continual operation by the aeroplanes that they are intended to serve. 7.1.2 That part of the runway which is included in</p>	<p>(7.1.1). Status of the runway subgrade bearing strength cannot be determined. However, as per AC 300004, the shear strength of gravel surfaces depends on interlock of</p>

<p>the declared take-off run available or the declared landing distance available shall be suitable for the ground run of aeroplanes throughout its full width.</p>	<p>aggregates, particle friction and cohesion. These are susceptible to failures with the presence of moisture.</p> <p>Significant moisture and standing water accumulation, as well as extensive vegetation, was noted along the runway, bringing into question the adequate shear strength of the gravel.</p> <p>Recommendation is to have an analysis done of California Bearing Ratio (CBR) to determine the shear strength of the runway and determine if it meets the current standard for the aircraft intended to operate on it.</p>
<p><b>Finding 7:</b> 7.2.1 The surface of runways should be of uniform composition without irregularities that would result in loss of braking action, affect steering or otherwise adversely affect the take-off or landing of an aeroplane. It should provide a satisfactory co-efficient of friction in all ordinary wet and dry conditions. Reference should be made to the appropriate Regional Office for recommended specifications and techniques.</p>	<p>(7.1.2) Significant vegetation, as well as standing water, was observed on Runway 16-34; this may have adverse effects on braking action for aircraft during the takeoff or landing stage.</p>
<p><b>Finding 8:</b> 9.3.3 Any equipment or installation situated on a runway strip shall be of minimum practical mass and height, frangibly designed and mounted and sited in such a manner as to reduce the hazard to aircraft to a minimum.</p>	<p>(9.3.3) Several sampled runway edge lights were found to have frangible shear points mounted significantly above grade.</p>

<p><b>Finding 9:</b> 10.3.1 To provide for considerations (c), (d) and (e) of Chapter 9, para. 9.1.1, a strip that contains a non-instrument runway shall be graded each side of the centre line of the runway (and stopway where provided) throughout its length for a distance of at least: 60 m (200') where the code number is 4; 38 m (125') where</p>	<p>(10.3.1) Runway strip for Runway 1634 was noted to be unevenly graded each side of runway centerline within 75 feet, as is required by TP 312 3<sup>rd</sup> edition for runways where the code number is 2.</p>
<p>the code number is 3; 22 m (75') where the code number is 2; 19 m (62.5') where the code number is 1.</p>	
<p><b>Finding 10:</b> 10.4.1 The surface of the graded area should be erosion resistant, flush with the runway (and stopway where provided) along their common edge and should be capable of supporting snow removal and emergency vehicles.</p>	<p>(10.4.1) The graded area was observed as not flush with the runway surface along its common edge.</p> <p>Drainage was observed to be poor, resulting in a saturation of the ground and a compromising of surface shear strength.</p>
<p><b>Finding 11:</b> 10.5.3.1 Transverse slopes on the graded portion of strips should be sufficient to prevent the accumulation of water on the surface of the strips. For the first 3 m (10') outward from the runway edge the slope may be as great as 5 per cent downward for drainage. The transverse slope on the remainder of the graded area should be a maximum of 2.5 per cent downward where the code number is 3 or 4 and 3 per cent where the code number is 1 or 2.</p>	<p>It was noted that due to poor grading, a little transverse slope in the graded portion of the runway strip contributes to poor drainage on the strip surface.</p>
<p><b>Finding 12:</b> 10.8.2.5 The surface of the shoulder that abuts the runway should be flush with the surface of the runway and its transverse slope should not exceed 2.5 per cent.</p>	<p>Runway shoulders were observed as not flush with the runway surface.</p>

## TP 312 3<sup>rd</sup> Edition – All Chapters Pertaining to Runway 16-34: Observations



Observation	Auditor Comment(s)
<p><b>Observation 1:</b> Abrupt contour changes should be avoided, except for isolated depressions or ditches.</p>	<p>Clearway appears okay but requires a survey to verify.</p>

<p>The terrain in a clearway shall not project above a plane having an upward slope of 1.25 per cent measured from the horizontal.</p>	
--	--

#### 4.0 Conclusion

Based on the results of the QA audit, Earlton-Timiskaming Regional Airport should now develop and implement corrective action plans to address each of the audit observations and/or findings. The details of the corrective actions should be documented and acted upon accordingly. To address the non-compliance findings associated with Runway 16-34, The Loomex Group recommends that the airport consults the guidelines set out in Transport Canada's Advisory Circular 300-004. Earlton-Timiskaming Regional Airport's cooperation and hospitality during the audit process was greatly appreciated, and we look forward to working with the airport again. If you have any questions or concerns about the results of the QA audit, please do not hesitate to contact me at your convenience.

Respectfully,



**Malcolm Cook**

Lead Auditor

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## Appendix A

TP 312 4<sup>th</sup> Edition – Chapters 6-9

Appendix A

**2021 Quality Assurance Audit  
TP 312 4<sup>th</sup> Edition – Chapters 6-9 Inspection Checklist  
Earlton-Timiskaming Regional Airport**

<b>Name of Airport</b>	Earlton-Timiskaming Regional Airport
<b>Airport Manager</b>	Jamie Smith
<b>SMS Coordinator</b>	Jamie Smith
<b>Date of Audit</b>	23/10/2021
<b>Lead Auditor</b>	Malcolm Cook
<b>Additional Audit Team Members</b>	The Loomex Group
<b>Address of Auditor</b>	550-925 Airport Rd. Peterborough, ON K9J 0E7 1 (705) 775-5022

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
		TP 312 4 <sup>th</sup> Edition – Ch. 6-9 (3 <sup>rd</sup> edition where applicable)				

		<b>Visual Aids for Denoting Obstacles</b>				
	<b>6.1</b>	<b>Objects to be Marked and/or Lighted</b>				
	<b>6.1.1</b>	<b>Objects on Movement Areas</b>				
1	6.1.1.1	Vehicles and other mobile objects, excluding aircraft, on the manoeuvring area of an aerodrome are obstacles and shall be marked and, if the vehicle and aerodrome are used at night or in conditions of low visibility, lighted.	Beacons and functional lights are required.	Yes		
2	6.1.1.3	Elevated aeronautical ground lights within the movement area shall be marked so as to be conspicuous by day.	Any light that protrudes from the ground should be conspicuous.	Yes		
	<b>6.1.2</b>	<b>Objects on Runway Strips</b>				
3	6.1.2.1	A fixed object located on a runway strip shall be marked and if the aerodrome is used at night, lighted, excluding visual aids that are by their nature visually conspicuous.	Should have red obstacle lights if not already lit.	N/A		
	<b>6.1.3</b>	<b>Other Objects</b>				
4	6.1.3.4	A fixed object that extends above an obstacle protection surface shall be marked and, if the runway is used at night, lighted.	Self-explanatory.	N/A		
5	6.1.3.5	All elevated objects within the distance specified in Table 3–1, column 5 from the centre line of a taxiway or an apron taxiway shall be marked and, if the taxiway or apron taxiway is used at night, lighted.	Refer to table 3-1, measure obstacle, determine if it's in the surface.	N/A		
6	6.1.3.6	All elevated objects within the distance specified in 3.6.6.1 from the centre line of an aircraft stand taxiway shall be marked and, if the aircraft stand taxiway is used at night, lighted.	Refer to 3.6.6.1, measure obstacle, determine if it's in the surface.	N/A		



Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
	<b>6.2</b>	<b>Marking of Objects</b>				
7	6.2.1.1	All fixed objects to be marked shall, whenever possible, be coloured but if this is not possible, markers or flags shall be displayed on or above them, except that objects that are sufficiently conspicuous by their shape, size, or colour need not otherwise be marked.	Self-explanatory.	N/A		
8	6.2.1.2	The colour and form of marking displayed on objects shall be in accordance with TP 382E (Standard 621)	Refer to Standard 621 for any applicable obstacles.	N/A		
9	6.2.1.3	Markers displayed on or adjacent to objects shall be located in conspicuous positions so as to retain the general definition of the object, and shall be recognizable in clear weather from a distance of at least 1000m for an object to be viewed from the air and 300m for an object to be viewed from the ground in all directions in which an aircraft is likely to approach the object. The shape of markers shall be distinctive to the extent necessary to ensure that they are not mistaken for markers employed to convey other information, and they shall be such that the hazard presented by the object they mark is not increased.	Refer to Chapter 3 of Standard 621.	N/A		
10	6.2.1.4	Markers displayed on overhead wires, catenaries, etc. shall be in accordance with TP 382E, Standard Obstruction Marking.	Section 2.2 of Standard 621.	Yes		
11	6.2.1.6	Flags used to mark fixed objects shall be displayed around, on top of, or around the highest edge of, an object. When flags are used to mark extensive objects or groups of closely spaced objects, they shall be displayed at least every 15m. Flags shall not increase the hazard presented by the object they mark	Section 3.6 of Standard 621.	Yes		

	<b>6.2.2</b>	<b>Mobile Objects</b>				
12	6.2.2.1	All mobile objects to be marked shall be coloured or display flags.	Self-explanatory.	N/A		

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
13	6.2.2.3	Flags used to mark mobile objects shall be rectangular and not less than 0.9m on a side.	Self-explanatory.	N/A		
14	6.2.2.4	Flags used to mark mobile objects shall consist of a chequered pattern, each square having sides of not less than 0.3m. The colours of the pattern shall contrast with each other and with the background against which they will be seen. Orange and white, or alternately, red and white shall be used, except where such colours merge with the background.	Self-explanatory.	N/A		
	<b>6.3</b>	<b>Lighting Of Objects</b>				
15	6.3.1.1	All fixed objects to be lighted shall be lighted in accordance with the standards contained within Transport Canada publication, Standards 621	Section 4.1 of Standard 621.	Yes		
	<b>6.3.2</b>	<b>Mobile Objects</b>				
16	6.3.2.1	Mobile objects to be lighted shall display flashing yellow lights except for vehicles associated with an emergency which shall display flashing red, or flashing red and flashing yellow. The flash frequency shall be between 60 and 90 per minute. The effective intensity of the flash shall be not less than 40cd of red or yellow light.	Amber rotating beacon.	Yes		
17	6.3.2.2	Objects with limited mobility such as aerobridges shall be marked with steady red low intensity obstruction lighting.	Self-explanatory.	N/A		

		<b>Visual Aids for Denoting Restricted Use Areas</b>				
	<b>7.1</b>	<b>Closed Runways and Taxiways or Parts Thereof</b>				
	<b>7.1.1</b>	<b>Closed Markings</b>				
18	7.1.1.1	A closed marking shall be displayed on a runway or taxiway, or portion thereof, which is permanently closed to the use of all aircraft.	If applicable, refer to TP 312.	N/A		

<b>Audit Selection</b>	<b>Regulation</b>	<b>Section</b>	<b>Explanation</b>	<b>Compliant?</b>	<b>Finding #</b>	<b>Comments</b>
19	7.1.1.3	On a runway a closed marking shall be placed at each end of the runway, or portion thereof, declared closed, and additional markings shall be so placed that the maximum interval between markings does not exceed 300m. On a taxiway a closed marking shall be placed at least at each end of the taxiway or portion thereof closed.	If applicable, refer to TP 312.	N/A		
20	7.1.1.4	The closed marking shall be of the form and proportions as detailed in Figure 7–1, Illustration A, when displayed on a runway, and proportions as detailed in Figure 7–1, Illustration B when displayed on a taxiway. The marking shall be white when displayed on a runway and shall be yellow when displayed on a taxiway.	If applicable, refer to TP 312.	N/A		
21	7.1.1.5	When a runway or taxiway or portion thereof is permanently closed, all normal runway and taxiway markings shall be obliterated.	Self-explanatory.	N/A		
	<b>7.1.2</b>	<b>Lighting</b>				
22	7.1.2.1	Lighting on a closed runway or taxiway or portion thereof shall not be operated, except as required for maintenance purposes.	Self-explanatory.	N/A		

23	7.1.2.2	In addition to closed markings, when the runway or taxiway or portion thereof closed is intercepted by a usable runway or taxiway which is used at night, unserviceability lights shall be placed across the entrance to the closed area at intervals not exceeding 3m (see 7.4.2).	Self-explanatory.	N/A		
	<b>7.2</b>	<b>Non-Load-Bearing Surfaces</b>				
	<b>7.2.1</b>	<b>Taxi Side Stripe Marking</b>				
24	7.2.1.1	Shoulders for taxiways, holding bays and aprons and other non-load-bearing surfaces which cannot readily be distinguished from load-bearing surfaces and which, if used by aircraft, might result in damage to the aircraft	Self-explanatory.	Yes		

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
		shall have the boundary between such areas and the load-bearing surface marked by a taxi side stripe marking.				
	<b>7.3</b>	<b>Pre-Threshold Areas</b>				
	<b>7.3.1</b>	<b>Chevron Marking</b>				
25	7.3.1.1	When the surface before a threshold is paved and exceeds 60m in length and is not suitable for normal use by aircraft, the entire length before the threshold shall be marked with a chevron marking.	Refer to figure 7-2.	N/A		
26	7.3.1.3	Where chevron markings have been applied, the runway threshold shall be identified by a transverse stripe as detailed in 5.2.4.8 to 5.2.4.10.	Refer to figure 7-2.	N/A		
27	7.3.1.4	A chevron marking shall point in the direction of the runway and originate at the threshold as shown in Figure 7-2.	Self-explanatory.	N/A		

28	7.3.1.5	The maximum interval between individual chevrons shall be 30m and the minimum interval shall be 15m.	Self-explanatory.	N/A		
29	7.3.1.7	A chevron marking shall be yellow.	Self-explanatory.	N/A		
	<b>7.4</b>	<b>Unserviceable Areas</b>				
	<b>7.4.1</b>	<b>Unserviceability Markers</b>				
30	7.4.1.1	Unserviceability markers shall be displayed wherever any portion of a taxiway, apron or holding bay is unfit for the movement of aircraft but it is still possible for aircraft to bypass the area safely.	Self-explanatory.	N/A		
31	7.4.1.2	Unserviceability markers shall be placed at intervals sufficiently close so as to delineate the unserviceable area.	Self-explanatory.	N/A		

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
32	7.4.1.3	Unserviceability markers shall consist of conspicuous upstanding devices such as flags, cones, or marker boards.	Self-explanatory.	N/A		
	<b>7.4.2</b>	<b>Unserviceability Lights</b>				
33	7.4.2.1	Unserviceability lights shall be displayed wherever any portion of a taxiway, apron or holding bay used at night is unfit for the movement of aircraft but it is still possible for aircraft to bypass the area safely.	Self-explanatory.	N/A		
34	7.4.2.2	Un-serviceability lights shall be placed at intervals sufficiently close so as to delineate the unserviceable area.	Self-explanatory.	N/A		

35	7.4.2.3	An un-serviceability light shall consist of a red fixed light. The red fixed light shall have an intensity sufficient to ensure conspicuity considering the intensity of the adjacent lights and the general level of illumination against which it would normally be viewed. In no case shall the intensity be less than 10cd of red light.	Self-explanatory.	N/A		
		<b>Equipment, Installations and Operations</b>				
	<b>8.1</b>	<b>Electrical Systems</b>				
	<b>8.1.1</b>	<b>Secondary Power Supply</b>				
36	8.1.1.4	Requirements for a secondary power supply shall be met by either of the following: independent public power, which is a source of power supplying the aerodrome service from a substation other than the normal substation through a transmission line following a route different from the normal power supply route and such that the possibility of a simultaneous failure of the normal and independent public power supplies is extremely remote; or standby power unit(s), which are engine generators,	If there is a secondary power supply, it must meet these requirements.	Yes		

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
		batteries, etc., from which electric power can be obtained.				
37	8.1.1.7	For a precision approach runway, a secondary power supply capable of meeting the requirements of Table 8-1 for the appropriate category of precision approach runway shall be provided.	Self-explanatory.	N/A		

38	8.1.1.8	For a runway intended to be used for take-off with an operating minimum below an RVR of the order of 1400ft (400m), a secondary power supply capable of meeting the relevant requirements of Table 8-1 shall be provided.	Self-explanatory.	N/A		
39	8.1.1.9	Where secondary power is provided, the following aerodrome visual aids shall be provided with a secondary power source:		N/A		
	(a)	Precision approach category I lighting systems;		N/A		
	(b)	Precision approach category II and III lighting systems;		N/A		
	(c)	Runway and taxiway centre line lights;		N/A		
	(d)	Touchdown zone lights;		N/A		
	(e)	Runway edge lights; and		Yes		
	(f)	apron lighting – those luminaires that provide illumination to the apron areas over which passengers will walk from the aircraft to the terminal except that it is not required when deplaning is by means of passenger loading bridges or passenger transport vehicles.		Yes		
	<b>8.1.2</b>	<b>Circuit Design</b>				
40	8.1.2.1	For a precision approach runway and a take-off runway intended for use in runway visual range conditions less than a value of the order of 2600ft (800m), the electrical circuits for the power supply, lighting and control of the lighting systems included in Table 8-1 shall be so designed that the failure of one circuit will not leave the	Criss-cross circuit design is ideal.	N/A		

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
		pilot without visual guidance or will not result in a misleading or inadequate pattern.				

41	8.1.2.2	Where a runway forming part of a standard taxi-route is provided with runway lighting and taxiway lighting, the lighting systems shall be interlocked to preclude the possibility of simultaneous operation of both forms of lighting.	Self-explanatory.	N/A		
42	8.1.2.3	Where the secondary power supply of an aerodrome is provided by the use of duplicate feeders, such supplies shall be physically and electrically separate so as to ensure the required level of availability and independence.	Self-explanatory.	N/A		
	<b>8.3</b>	<b>Monitoring</b>				
	<b>8.3.1</b>	<b>Visual Aids</b>				
43	8.3.1.2	APAPI installations shall be inspected on a daily basis to detect an out of level condition or, alternately, shall be fitted with an automatic shut-off switch which will extinguish both units in the event of a misalignment on one or both units.	Included in daily inspection list.	N/A		
44	8.3.1.3	Where lighting systems are used for aircraft control purposes, such systems shall be monitored automatically so as to provide an immediate indication of any fault which may affect the control functions. This information shall be automatically relayed to the air traffic service unit.	Self-explanatory.	N/A		
	<b>8.5</b>	<b>Operation and Control of Aerodrome Lighting Systems</b>				
	<b>8.5.1</b>	<b>General</b>				

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
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45	8.5.1.1	Except for aerodromes utilizing ARCAL as specified in sub-section 8.5.2, aerodrome lighting shall be operated as specified in 8.5.1.2 to 8.5.1.18, or as requested by the pilot, or as required to facilitate and safeguard aerodrome traffic.	Airports not utilizing ARCAL systems (such as airports with tower service 24/7) must meet the following requirements.  This would also apply to an airport utilizing a tower throughout the day, then switching to ARCAL at night, for example.	N/A		
46	8.5.1.2	Where aerodrome light systems are to be operated continuously during the night, this shall be considered to be between evening and morning civil twilight.		N/A		
47	8.5.1.4	Where provided, aerodrome flight manoeuvring area hazard lights shall operate continuously at night.		N/A		
48	8.5.1.5	Where aerodrome lighting systems are controlled manually, the light intensity settings shall be selected in accordance with Table 8-2.		N/A		
49	8.5.1.6	Approach lighting shall be operated at night or in daytime IMC conditions for an arriving aircraft;		N/A		
	(a)	for not less than 5 minutes prior to the ETA of the aircraft; and		N/A		
	(b)	until the aircraft has landed.		N/A		
50	8.5.1.7	Runway identification lights shall be operated for an arriving aircraft when;		N/A		
	(a)	the visibility is 5 miles or less; or		N/A		
	(b)	the ceiling is 1000ft or less.		N/A		

51	8.5.1.8	Runway edge, runway centreline and touchdown zone lighting shall be operated at night or in daytime IMC condition for an arriving aircraft:		N/A		
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Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
	(a)	for not less than 5 minutes prior to the ETA of the aircraft; and		N/A		
	(b)	until the aircraft has taxied clear of the runway.		N/A		
52	8.5.1.9	Runway edge and runway centreline lighting shall be operated at night or in daytime IMC condition for a departing aircraft:		N/A		
	(a)	before the aircraft enters the runway; and		N/A		
	(b)	until at least 3 minutes after the aircraft has departed.		N/A		
53	8.5.1.10	Visual approach slope indicator systems shall be operated when the runway is in use except that the system shall not be operated when:		N/A		
	(a)	an aircraft is conducting a precision approach; and		N/A		
	(b)	weather conditions are less than a ceiling of 500ft or the visibility is less than 1 mile.		N/A		
54	8.5.1.11	Taxiway edge, taxiway centre line lights and apron edge lights shall be operated such that a continuous indication of the taxi route is presented.		N/A		
55	8.5.1.12	Stop bars shall be operated in runway visual range conditions of a value of 2600ft (800m) or less whenever a vehicle or aircraft is operating on the manoeuvring area.		N/A		

56	8.5.1.13	Runway guard lights shall be operated in runway visual range conditions of a value of 2600ft (800m) or less whenever a vehicle or aircraft is operating on the manoeuvring area.		N/A		
57	8.5.1.15	Obstruction lights shall be operated:	This applies to all airports.	Yes		
	(a)	continuously at night; and		Yes		
	(b)	during the day when the visibility is 3 miles or less.		Yes		

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
58	8.5.1.16	Road hold position lights shall be operated in runway visual range conditions of a value of 2600ft (800m) or less whenever a vehicle is operating on the manoeuvring area.	If installed.	N/A		
59	8.5.1.18	Where a light system has been provided with intensity control in accordance with 5.3.1.11, the selection of intensity shall be suitable for prevailing conditions and be in accordance with Table 8-2 except that any selection may be made at the request of a pilot using the visual aid.		N/A		
	<b>8.5.2</b>	<b>Aircraft Radio Control of Aerodrome Lighting (ARCAL)</b>				
60	8.5.2.2	Aerodrome flight manoeuvring area hazard lights shall not be operated by an ARCAL system.	More details on this in 5.3.7.	Yes		
61	8.5.2.3	An ARCAL system shall operate 24 hours per day except that at aerodromes where air traffic services are provided by a control tower, flight service station or community airport radio station, the system shall not operate during the hours when the services are provided.	Self-explanatory.	Yes		

62	8.5.2.4	Where it is intended that an ARCAL system is to operate a precision approach category I lighting system and associated medium or high intensity runway lighting, the ARCAL system shall be capable of selection of at least three intensity settings (e.g. ARCAL type K).	Self-explanatory.	N/A		
63	8.5.2.5	At aerodromes where air traffic services are provided the ARCAL system shall operate on the published Mandatory Frequency (MF).	ARCAL set to be triggered on the MF frequency.	Yes		
64	8.5.2.7	The radio receiver equipment shall control the aerodrome visual aids by decoding a series of radio transmissions generated by keying of the aircraft transmitter microphone a specified number of times within a 5 second period.	Self-explanatory.	Yes		
65	8.5.2.8	Except for runway identification lights and the sequenced flashing lights on precision approach category I light systems, ARCAL systems shall only be capable of automatic shut off not less than 15 minutes after being	Self-explanatory.	Yes		Observed on site.

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
		activated. The 15 minute time period shall recommence every time an operation or brightness selection is made.				
66	8.5.2.9	At aerodromes where there is no intensity control of aerodrome lighting, keying the microphone 5 times shall activate the ground system.	Self-explanatory.	N/A		
67	8.5.2.10	The ARCAL selection of light intensity shall be in accordance with Table 8-3.	Self-explanatory.	Yes		
	<b>8.6</b>	<b>Siting and Construction of Installations on Operational Areas</b>				
	<b>8.6.1</b>	<b>General</b>				
68	8.6.1.1	Unless its function requires it to be there for air navigation purposes, no equipment or installation shall be:	Self-explanatory.	N/A		

	(a)	on a runway strip, a runway end safety area, a taxiway strip or within the distances specified in Table 3-1, column 4, if it would endanger an aircraft; or		N/A		
	(b)	on a clearway if it would endanger an aircraft in the air.		N/A		
69	8.6.1.3	Any equipment or installation required for air navigation purposes which must be located on or near a strip of a precision approach runway and which:		N/A		
	(a)	is situated on that portion of the strip within:		N/A		
		i) 60m of the runway centre line where the code number is 3 or 4; or		N/A		
		ii) 45m of the runway centre line where the code number is 1 or 2; or		N/A		
	(b)	penetrates the take-off/approach surface or the inner transitional surface;		N/A		
		shall be of minimum practical mass and height, be frangible, and sited in such a manner as to reduce the hazard to aircraft to a minimum.	Self-explanatory.	N/A		

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
	<b>8.7</b>	<b>Aerodrome Vehicle Operation</b>				
	<b>8.7.1</b>	<b>General</b>				
70	8.7.1.1	A vehicle shall be operated:	The following information should be conveyed in the AVOP Manual.	Yes		
	(a)	on the manoeuvring area only as authorized by the air traffic services unit, airport operator or designate; and		Yes		

	(b)	on the apron only as authorized by the appropriate designated authority.		Yes		
71	8.7.1.2	At aerodromes where air traffic services, an authorized approach unicom, or community airport radio station (CARS), are provided, vehicles operating on the manoeuvring area shall be equipped with suitable two-way radio communication or be accompanied by a vehicle or person with appropriate radio communication equipment.	Self-explanatory.	Yes		
72	8.7.1.3	The driver of a vehicle on the movement area shall comply with all mandatory instructions conveyed by marking and signs unless:		Yes		
	(a)	otherwise authorized by the air traffic services unit, airport operator or designate when on the manoeuvring area;		Yes		
	(b)	otherwise authorized by the appropriate designated authority when on the apron; or		Yes		
	(c)	giving way to aircraft.		Yes		
73	8.7.1.4	The driver of a vehicle on the movement area shall comply with all mandatory instructions conveyed by lights.	Ensure drivers are aware of these signals.	Yes		
74	8.7.1.5	The driver of a vehicle on the movement area shall be appropriately trained for the tasks to be performed and shall comply with the instructions issued by:	Training should be specified in the AVOP manual.	Yes		

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
	(a)	the air traffic services unit, airport operator or designate when on the manoeuvring area; and		Yes		
	(b)	the appropriate designated authority, when on the apron.		Yes		

75	8.7.1.6	Where air traffic services, an authorized approach unicom, or community airport radio station (CARS), are provided, the driver of a radio equipped vehicle shall establish satisfactory two-way radio communication with the unit on the mandatory frequency or air traffic frequency, as appropriate, before entering the manoeuvring area.	Observe operations at the airport.	N/A		
76	8.7.1.7	Where the services specified in 8.7.1.6 are not provided, or during any period that the services specified in 8.7.1.6 are not available (e.g., less than 24-hour operation), the driver of a radio equipped vehicle shall;	Observe operations at the airport and check to ensure it is described in the AVOP.	Yes		
	(a)	prior to entering or changing location on the manoeuvring area broadcast position and intentions on the mandatory frequency or air traffic frequency, as appropriate;		Yes		
	(b)	when on the manoeuvring area advise pilots of their position and intentions;		Yes		
	(c)	when requested, provide runway condition reports and the location of other known ground traffic on the manoeuvring area; and		Yes		
	(d)	give way to aircraft at all times.		Yes		
77	8.7.1.8	The driver of a radio equipped vehicle shall maintain a continuous listening watch on the appropriate frequency when on the movement area.	Should be noted in the AVOP.	Yes		
	<b>8.8</b>	<b>Surface Movement Guidance and Control Systems</b>				
	<b>8.8.1</b>	<b>General</b>				

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
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78	8.8.1.1	A surface movement guidance and control system shall be provided at an aerodrome intended to be used in runway visual range conditions less than a value of the order of 1400ft (400m).	Information on SMGCS can be found in ICAO Manual of Surface Movement Guidance and Control Systems.	N/A		
	<b>8.8.2</b>	<b>Visual Aids</b>				
79	8.8.2.4	Where a surface movement guidance and control system is provided by selective switching of stop bars and taxiway centre line lights, the following requirements shall be met:	Self-explanatory.	N/A		
	(a)	taxiway routes which are indicated by illuminated taxiway centre line lights shall be capable of being terminated by an illuminated stop bar;		N/A		
	(b)	the control circuits shall be so arranged that when a stop bar located in the direction of movement is illuminated, the appropriate section of taxiway centre line lights beyond it is suppressed; and		N/A		
	(c)	the taxiway centre line lights are activated in the intended direction of movement of the aircraft when the stop bar (if any) is suppressed.		N/A		
	<b>8.9</b>	<b>Simultaneous Intersecting Runway Operations</b>				
	<b>8.9.1</b>	<b>General</b>				
80	8.9.1.1	Where SIRO procedures are authorized, the following shall be provided on the intersected runway where aircraft will hold short of, and prior to, an intersecting runway:	Self-explanatory.	N/A		
	(a)	a taxi-hold position marking as described in 5.2.9 to indicate the hold short position; and		N/A		
	(b)	mandatory instruction signs as described in 5.4.2 on each side of, and adjacent to, the taxi-holding position marking.		N/A		



Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
81	8.9.1.2	The taxi-holding position marking specified in 8.9.1.1(a) shall be 90° to the intersected runway centre line and located at a distance not less than 60m from the nearest edge of the intersecting runway.	Refer to 8.9.1.1(a).	N/A		
82	8.9.1.3	Where SIRO operations are authorized at night, the signs required in 8.9.1.1(b) shall be illuminated in accordance with 5.4.1.7 and 5.4.1.10.	Self-explanatory.	N/A		
83	8.9.1.5	Stop bars installed in accordance with 8.9.1.4 shall be capable of being switched on or off by air traffic services.	Self-explanatory.	N/A		
84	8.9.1.6	Stop bars installed in accordance with 8.9.1.4 shall not be illuminated during periods when the full length of the runway is available.	Self-explanatory.	N/A		
85	8.9.1.7	When SIRO procedures are authorized, the reduced landing distance available (LDA) on the intersected runway, shall be determined as the distance between the threshold or displaced threshold as applicable, and the taxi-holding position marking.	Self-explanatory.	N/A		
		<b>Emergency and Other Services</b>				
	<b>9.1</b>	<b>Aerodrome Emergency Planning</b>				
		(Refer to CARs)				
	<b>9.3</b>	<b>Disabled Aircraft Removal</b>				
	<b>9.3.2</b>	<b>Removal of Disabled Aircraft from Operational Areas</b>				

86	9.3.2.1	Where a disabled aircraft is on a part of an aerodrome that interferes with the movement of other aircraft, the disabled aircraft shall be moved as quickly as is consistent with the safety of life and property.	Disabled aircraft must be removed with caution.	Yes		
	<b>9.4</b>	<b>Maintenance</b>				
	<b>9.4.1</b>	<b>General</b>				

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
87	9.4.1.1	A maintenance program including preventive maintenance where appropriate shall be established at an aerodrome to maintain facilities in a condition which does not impair the safety, regularity or efficiency of air navigation.	Self-explanatory.	Yes		
	<b>9.4.2</b>	<b>Pavements</b>				
88	9.4.2.3	For a runway serving turbojet aeroplanes, measurements of the friction characteristics of a runway surface shall be made periodically with a continuous friction measuring device using self-wetting features.	Should be an annual or semi-annual procedure.	N/A		
89	9.4.2.4	Corrective maintenance action shall be taken when:	Grit-blasting is a common procedure to increase the runway friction coefficient.	N/A		
	(a)	the average coefficient of friction for the entire runway is below 0.50; or		N/A		
	(b)	any areas of a runway surface that are 100 metres or greater in length have an average coefficient of friction less than 0.30.		N/A		
90	9.4.2.5	Corrective maintenance action shall be programmed when:		N/A		

	(a)	the average coefficient of friction for the entire runway is below 0.60; or		N/A		
	(b)	any areas of a runway surface that are 100 metres or greater in length have an average coefficient of friction less than 0.50		N/A		
91	9.4.2.13	Chemicals which may have harmful effects on aircraft or pavements, or chemicals which may have toxic effects on the aerodrome environment, shall not be used.	Urea-based products should be used.  This should be outlined in the Winter Maintenance Manual.	Yes		


Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
92	9.4.2.14	Systematic reporting on the status of winter aerodrome maintenance shall be carried out in accordance with the RSC/JBI format contained in Chapter 9 of the Canadian Class 1 NOTAM Procedures Manual - TP 973	This should be outlined in the Winter Maintenance Manual.	Yes		
93	9.4.2.15	The longitudinal slope of the temporary ramp shall not exceed 1.0 per cent measured with reference to the existing runway surface or previous overlay course.	Referencing runway pavement overlays.	N/A		
94	9.4.2.18	Before a runway being overlaid is returned to a temporary operational status, a runway centre line marking conforming to the specifications in Section 5.2.3 shall be provided. Additionally, the location of any temporary threshold shall be identified by a 3.6m wide transverse stripe.	Self-explanatory.	N/A		
	<b>9.4.3</b>	<b>Visual Aids</b>				
95	9.4.3.1	A system of preventive maintenance of visual aids shall be employed to ensure lighting and marking system reliability.	Inspection lists.	Yes		

	<b>9.6</b>	<b>Apron Management Service</b>				
	<b>9.6.1</b>	<b>General</b>				
96	9.6.1.3	An apron management service shall be provided with radiotelephony communications facilities.	If an AMS is implemented, it must have a radio communications facility.	N/A		
97	9.6.1.4	Where low visibility procedures are in effect, persons and vehicles operating on an apron shall be restricted to the essential minimum.	Self-explanatory.	N/A		
98	9.6.1.5	An emergency vehicle responding to an emergency shall be given priority over all other surface movement traffic.	Should be noted in the AVOP.	Yes		
99	9.6.1.6	A vehicle operating on an apron shall:		Yes		
	(a)	give way to an emergency vehicle; an aircraft taxiing, about to taxi, or being pushed or towed; and	Should be noted in the AVOP.	Yes		

<b>Audit Selection</b>	<b>Regulation</b>	<b>Section</b>	<b>Explanation</b>	<b>Compliant?</b>	<b>Finding #</b>	<b>Comments</b>
	(b)	give way to other vehicles in accordance with local regulations.	Should be noted in the AVOP.	Yes		
100	9.6.1.7	An aircraft stand shall be visually monitored to ensure that the recommended clearances distances are provided to an aircraft using the stand.	Self-explanatory.	N/A		
	<b>9.7</b>	<b>Ground Servicing of Aircraft</b>				
	<b>9.7.1</b>	<b>General</b>				

101	9.7.1.1	Fire extinguishing equipment suitable for at least initial intervention in the event of a fuel fire and personnel trained in its use shall be readily available during the ground servicing of an aircraft, and there shall be a means of quickly summoning the emergency response service in the event of a fire or major fuel spill.	Ops. vehicles should carry fire extinguishers.	Yes		
102	9.7.1.2	When aircraft refueling operations take place while passengers are embarking, on board or disembarking, ground equipment shall be positioned so as to allow:		N/A		
	(a)	the use of a sufficient number of exits for expeditious evacuation; and	Self-explanatory.	N/A		
	(b)	a ready escape route from each of the exits to be used in an emergency.	Self-explanatory.	N/A		





## **Appendix B**

### **Obligations of the Operator**





Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
		<b>Obligations of the Operator</b>				
	302.07 (1)	The operator of an airport shall;				
1	(a)	Comply; (i) subject to subparagraph (ii), with the standards set out in the aerodrome standards and recommended practices publications, as they read on the date on which the airport certificate was issued, (ii) in respect of any part or facility of the airport that has been replaced or improved, with the standards set out in the aerodrome standards and recommended practices publications, as they read on the date on which the part or facility was returned to service, and (iii) with any conditions specified in the airport certificate by the Minister pursuant to subsection 302.03(3);	Are published surfaces set to the standard of the appropriate edition of TP 312? Check the AOM for this.	Yes	Observation Obligations 1	Note: The AOM does not appear to be signed by Jamie Smith; the signature appears to be that of a previous airport manager.
2	(b)	without charge, at the request of a Department of Transport inspector, allow access to airport facilities and provide the equipment necessary to conduct an inspection of the airport;	Self-explanatory.	Yes		
3	(c)	review each issue of each aeronautical information publication on receipt thereof and, immediately after such review, notify the Minister of any inaccurate information contained therein that pertains to the airport;	Check for evidence that the CFS, CAP and VNC maps are reviewed.	Yes		Proof in AIP confirmed.
4	(d)	notify the Minister in writing at least 14 days before any change to the airport, the airport facilities or the level of service at the airport that has been planned in advance and that is likely to affect the accuracy of the information contained in an aeronautical information publication;	Self-explanatory.	Yes		

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
5	(e)	as the circumstances require for the purpose of ensuring aviation safety, inspect the airport (i) as soon as practicable after any aviation occurrence, as that term is defined in Section 2 of the <i>Canadian Transportation Accident Investigation and Safety Board Act</i> , (ii) during any period of construction or repair of the airport or of airport facilities that are designated in the airport certificate, (iii) at any other time when there are conditions at the airport that could be hazardous to aviation safety;	There should be an SOG for this.	Yes		
6	(f)	subject to paragraph (d), notify the Minister in writing of any change in airport operations within 14 days after the date of the change; and	Self-explanatory.	Yes		
7	(g)	assign duties on the movement area and any other area set aside for the safe operation of aircraft, including obstacle limitation surfaces, at the airport, which are described in the airport operations manual, only to employees who have successfully completed a safety-related initial training course on human and organizational factors.	Self-explanatory.	Yes		
	302.07 (2)	Subject to subsection (3), the operator of an airport shall give to the Minister, and cause to be received at the appropriate air traffic control unit or flight service station, immediate notice of any of the following circumstances of which the operator has knowledge:		Yes		
8	(a)	any projection by an object through an obstacle limitation surface relating to the airport;	NOTAMs are filed for such cases.	Yes		
9	(b)	the existence of any obstruction or hazardous condition affecting aviation safety at or in the vicinity of the airport;	NOTAMs are filed for such cases.	Yes		

10	(c)	any reduction in the level of services at the airport that are set out in an aeronautical information publication;	NOTAMs are filed for such cases.	Yes		
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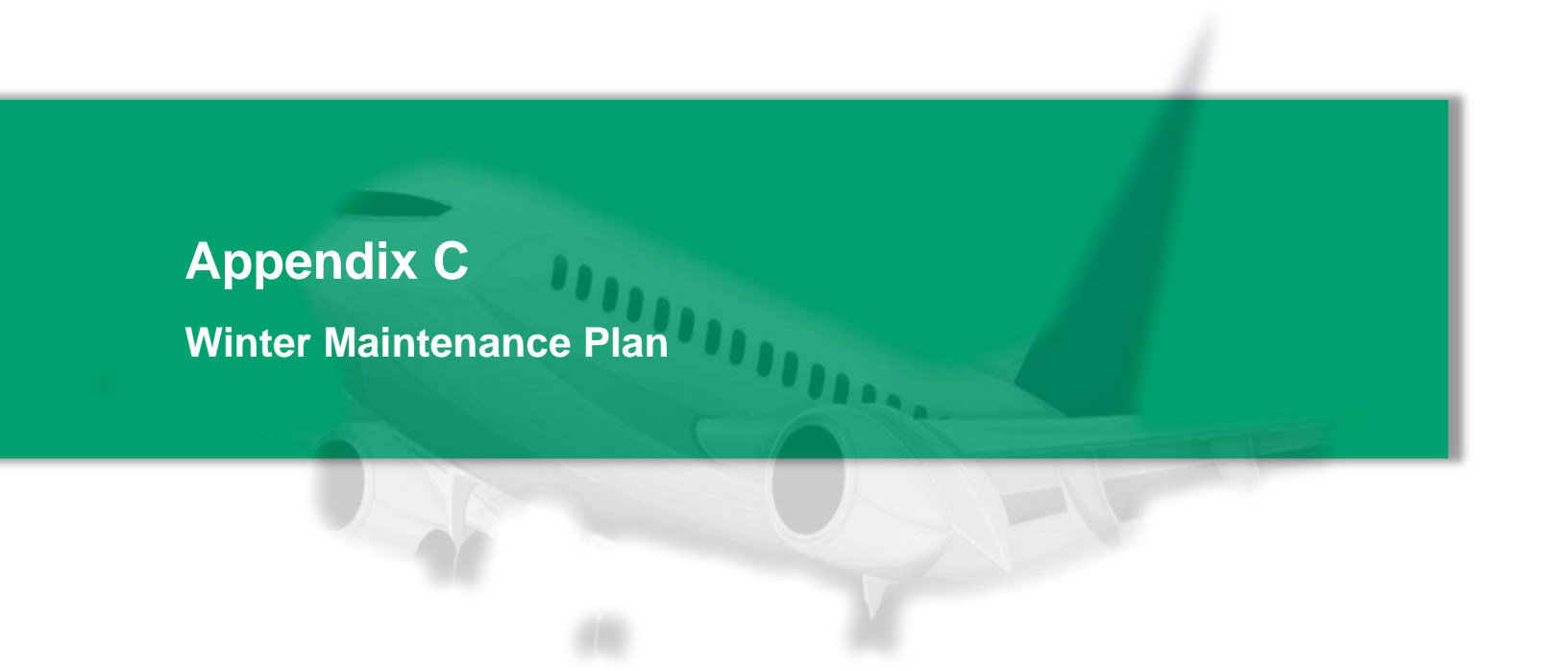
Earlton-Timiskaminng Airport Quality Assurance Audit



Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
11	(d)	the closure of any part of the maneuvering area of the airport; and	NOTAMs are filed for such cases.	Yes		
12	(e)	any other conditions that could be hazardous to aviation safety at the airport and against which precautions are warranted.	NOTAMs are filed for such cases.	Yes		
13	302.07 (3)	Where it is not feasible for an operator to cause notice of a circumstance referred to in subsection (2) to be received at the appropriate air traffic control unit or flight service station, the operator shall give immediate notice directly to the pilots who may be affected by that circumstance.	Self-explanatory.	Yes		
14	302.07 (4)	The operator of an airport may remove from the surface of the airport any vehicle or other obstruction that is likely to be hazardous to aviation safety at or in the vicinity of the airport.	Self-explanatory.	Yes		

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# Appendix C

## Winter Maintenance Plan



Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
		<b>Winter Maintenance</b>				
		<b>TP 312 - 4<sup>th</sup> Edition</b>				
1	9.4.2.13	Chemicals which may have harmful effects on aircraft or pavements, or chemicals which may have toxic effects on the aerodrome environment, shall not be used.	Salt should not be used on the movement surface or be airside at all; urea-based products should be used.  For more information, refer to 302-013, section 4.5.	Yes		
2	9.4.2.14	Systematic reporting on the status of winter aerodrome maintenance shall be carried out in accordance with the RSC/JBI format contained in Chapter 9 of the Canadian Class 1 NOTAM Procedures Manual - TP 973.	Refer to TP 973.	Yes		
		<b>TP 312 - 5<sup>th</sup> Edition</b>				
3	9.1.2.3	Chemicals that may have harmful effects on aircraft or pavements are not used on the movement area.	Salt should not be used on the movement surface or be airside at all; urea-based products should be used.  For more information, refer to 302-013, section 4.5.	Yes		
		<b>CARs 302.406-411</b>				
4	302.406	Each year, before the start of winter maintenance operations, the operator of an airport shall		Yes		
5	302.406	(a) consult a representative sample of the air operators that use the airport about the intended level of winter maintenance and keep a record of the consultations;		Yes		

6	302.406	(b) provide the aeronautical information publications provider with information, for publication in the Canada Flight Supplement, about the level of winter maintenance; and		Yes		
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Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
	302.406	(c) include information in the airport operations manual about the level of winter maintenance.		Yes		
7	302.406(2)	(2) The operator of the airport shall use AMSCRs to report the surface conditions of all movement areas and shall forward the AMSCRs to the air navigation services provider.		Yes		
8	302.407	302.407 (1) The operator of an airport shall, on movement areas, use only		Yes		
	302.407	(a) the ice control chemicals specified in subsection 322.415(1) of the Airport Standards - Airport Winter Maintenance; and		Yes		
	302.407	(b) sand that meets the requirements specified in subsection 322.415(2) of the Airport Standards - Airport Winter Maintenance.		Yes		
4	302.407	(2) The operator of the airport shall remove sand from movement areas, with the exception of gravel runways, as soon as		Yes		
5	302.407	(a) the sand is no longer required to provide more friction for aircraft and service vehicles; and		Yes		
6	302.407	(b) there are no higher operational priorities.		Yes		



	302.41	302.410 (1) The operator of an airport shall have an airport winter maintenance plan that		Yes		
7	302.41	(a) was developed by the operator after consultations with a representative sample of the air operators that use the airport; and		Yes		
8	302.41	(b) includes the items required under section 302.411.		Yes		

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
	302.41	(2) The operator of the airport shall review its airport winter maintenance plan at least once a year as well as each time the operator does not clear a priority area in accordance with the plan.		Yes		
17		(3) If the operator of the airport determines, as a result of a review, that its airport winter maintenance plan should be amended, the operator shall consult a representative sample of the air operators that use the airport before amending the plan.		Yes		
18	302.41	(4) The operator of the airport shall keep at the airport (a) an up-to-date copy of its airport winter maintenance plan; (b) a record of all consultations required under this section; and (c) a record of each review required under this section.		Yes		
20	302.411	302.411 An airport winter maintenance plan shall include				
21	302.411	(a) procedures for identifying which airside areas are priority 1 areas, priority 2 areas or priority 3 areas during winter storm conditions;		Yes		

23	302.411	(b) a description of the winter maintenance operations to be carried out in an airside area once it is identified as a priority 1 area, priority 2 area or priority 3 area;		Yes		
24	302.411	(c) communication procedures that meet the requirements of subsection 322.411(2) of the Airport Standards — Airport Winter Maintenance;(iv)		Yes		
25	302.411	(d) procedures for publishing a NOTAM in the event of winter conditions that might be hazardous to aircraft operations or affect the use of movement areas and facilities used to provide services relating to aeronautics;		Yes		

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #	Comments
26	302.411	(e) safety procedures for controlling the flow of ground vehicles during winter maintenance operations to ensure the safety of persons, vehicles and aircraft;		Yes		
27	302.411	(f) procedures for minimizing the risk of ice control chemicals — other than the ice control chemicals specified in subsection 322.415(1) of the Airport Standards – Airport Winter Maintenance — being tracked onto an airside area;		Yes		
		(g) a description of the lines of authority and organizational relationships with respect to winter maintenance, including contact names and telephone numbers;		Yes		
	322.411	(h) a description of how actions undertaken as part of winter maintenance will be coordinated;		Yes		
		(i) a description of the arrangements for snow clearance;		Yes		

		(j) a description of the process for reviewing and amending the plan;		Yes		
9		(k) a description of the administrative procedure for distributing the plan and its amendments		Yes		



## Appendix D

TP 312 3<sup>rd</sup> Edition, All Chapters Pertaining to Runway 16-34



Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
		<b>Unpaved Runways</b>			
		<b>TP 312 - 4<sup>th</sup> Edition</b>			
1	5.2.2.2	Recommendation: A runway designation marking should be provided, so far as practicable, at the threshold of an unpaved runway.		N/A	
2	5.2.4.3	Recommendation: A threshold marking should be provided, so far as practicable, at the thresholds of an unpaved runway.		N/A	
	5.5.2.1	Recommendation: Markers should be provided when the extent of an unpaved runway is not clearly indicated by the appearance of its surface compared with that of the surrounding ground.		N/A	
3	5.5.2.1	Recommendation: Where runway lights are provided, the markers should be incorporated in the light fixtures. Where there are no lights, markers of flat rectangular or conical shape should be placed so as to delimit the runway clearly.		N/A	
	5.5.2.3	Recommendation: The flat rectangular markers should have a minimum size of 1 m by 3 m and should be placed with their long dimension parallel to the runway centre line. The conical markers should have a height not exceeding 50 cm.		N/A	
4		<b>TP312 - 3<sup>rd</sup> Edition</b>			

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
5	3.2.1	Aerodromes should have a sufficient number of runways to ensure that for not less than 95 per cent of occasions there is at least one direction for take-off and landing available with a cross-wind component acceptable for aeroplanes that the aerodrome is intended to serve.		Yes	

6	3.3	<b>Cross-Wind Component</b>			
	3.3.1	In the application of para. 3.2 it should be assumed that landing or take-off of aeroplanes is, in normal circumstances, precluded when the cross-wind component exceeds: (a) 20 kts for jetpowered aeroplanes; (b) 15 kts for piston powered and turbo-prop aeroplanes over 1,800 kg (11,000 lbs.); and (c) 10 kts for aeroplanes less than 1,800 kg (11,000 lbs.).		Yes	
7	4.1	<b>Primary Runway Length</b>			
8	4.1.1	At least one runway, together with any stopway or clearway if provided, should be adequate to meet the operational requirements of the aeroplanes for which the runway is intended and should not be less than the longest length determined by applying the corrections for local conditions to the operations and performance characteristics of the relevant aeroplanes.		Yes	
	4.2	<b>Secondary Runway Length</b>			

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
9	4.2.1	The length of a secondary runway should be determined similarly to the primary runways except that it need only to be adequate for those aeroplanes that require use of that secondary runway in addition to the other runway in order to obtain a usability factor of not less than 95 per cent.		Yes	
10	4.3	<b>Width of Runways</b>			
11	4.3.1	The width of a runway shall not be less than the appropriate dimensions in Table 1-1 below.		Yes	
12	4.3.2	The width of a precision approach runway shall not be less than 30 m (100').		N/A	



13	4.3.3	Where there are problems associated with snow and ice accumulation and the runway is intended to serve wide body turbo-jet aeroplanes, and where the code is 4D, the runway width should be 60 m (200').		N/A	
14		<b>Runway Longitudinal Slopes</b>			
15	5.1	<b>Introduction</b>			
16	5.2	<b>Longitudinal Slopes</b>			
17	5.2.1	The longitudinal slope shall not exceed 1.5 per cent where the code number is 3 or 4, and 2.5 per cent where the code number is 1 or 2.		Yes	
18	5.2.2	It is recommended that runway slopes be limited to 1.0 per cent where the code number is 3 or 4 and 2.0 per cent where		Yes	

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
		the code number is 1 or 2 except at locations where adherence to these slopes would result in unreasonable costs.			
19	5.3	<b>Specific Segment Slope</b>			
20	5.3.1	Along no portion of a runway shall the longitudinal slope exceed: (a) 1.75 per cent where the code number is 3 or 4 except that the first and last quarter of the length of the runway shall not exceed 0.8 per cent; (b) 2.5 per cent where the code number is 1 or 2.		No	
21	5.4	<b>Slope Change</b>			
	5.4.1	The slope change between two consecutive slopes should not exceed: (a) 1.5 per cent where the code number is 3 or 4; and (b) 2 per cent where the code number is 1 or 2.		No	1
22	5.5	<b>Transition Between Slopes</b>			

23	5.5.1	The transition from one slope to another should be accomplished by a curved surface with a rate of change not exceeding: (a) 0.1 per cent per 30 m (100') minimum radius of curvature of 30,000 m (100,000') where the code number is 4; (b) 0.2 per cent per 30 m (100') minimum radius of curvature of 15,000 m (50,000') where the code number is 3. (c) 0.11 per cent per 30 m (100') minimum radius of curvature of 7,500 m (25,000') where the code number is 1 or 2.		No	2
24	5.6	<b>Sight Distance</b>			

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
25	5.6.1	Slope changes should be such that there will be an unobstructed line of sight from: (a) any point 3 m (10') above the runway to all other points 3 m (10') above the runway within a distance of at least half the length of the runway, where the code letter is C, D or E; (b) any point 2 m (7') above the runway to all other points 2 m (7') above the runway within a distance of at least half the length of the runway where the code letter is B; and (c) any point 1.5 m (5') above the runway to all other points 1.5 m (5') above the runway within a distance of at least half the length of the runway where the code letter is A.		No	4
26	5.7	<b>Distance Between Slope Changes</b>			
27	5.7.1	Undulations or appreciable changes in slopes located close together along a runway should be avoided. The distance between the points of intersection of two successive curves should not be less than (a) the sum of the absolute numerical values of the corresponding slope changes multiplied by the appropriate value as follows: 30,000 m (100,000') where the code number is II; 15,000 m (50,000') where the code number is 3; and 5,000 m (16,000') where the code number is 1 or 2; or (b) 115 m (377'), whichever is the greater.			

		<b>Runway Transverse Slopes</b>			
	6.1	<b>Introduction</b>			

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
	6.1.1	To promote rapid drainage of water, the runway surface should, if practicable, be cambered except where a single crossfall from high to low in the direction of the wind most frequently associated with rain would ensure rapid drainage.		No	5
	6.2	<b>Specifications</b>			
	6.2.1	The runway transverse slope should fall between: (a) -1.0 to -1.5 per cent where the code letter is C, D or E (b) -1.0 to -2.0 per cent where the code letter is A or B.		No	5
	6.2.2	Transverse slopes should be consistent throughout the length of the runway except at an intersection with another runway or a taxiway where an even transition should be provided taking into account the need for adequate drainage.		No	5
	6.2.3	For a cambered surface the transverse slope on each side of the runway centre line should be symmetrical.		No	5
		<b>Runway Surfaces</b>			
	7.1	<b>Bearing Strength</b>			
	7.1.1	Runways shall have a bearing strength sufficient to support continual operation by the aeroplanes that they are intended to serve.		No	6
	7.1.2	That part of the runway which is included in the declared take-off run available or the declared landing distance available		No	6

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
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		shall be suitable for the ground run of aeroplanes throughout its full width.			
	7.2	<b>Surface Specifications</b>			
	7.2.1	The surface of runways should be of uniform composition without irregularities that would result in loss of braking action, affect steering or otherwise adversely affect the take-off or landing of an aeroplane. It should provide a satisfactory co-efficient of friction in all ordinary wet and dry conditions. Reference should be made to the appropriate Regional Office for recommended specifications and techniques.		No	7
	7.3	<b>Runway End Surface Interface</b>			
	7.3.1	The surface areas abutting the ends of a runway should receive special consideration because of the hazard of exposed edges in this position and the possibility of erosion by jet engine blast. It may be necessary to use flexible pavement construction ahead of the runway end for a distance of 45 m (150') over the full width of the runway. The appearance of the surface should be clearly distinguishable from that of the runway. This may require marking in accordance with Part II.			
		<b>Parallel Runways</b>			
	8.1	<b>IMC Operations</b>			

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
	8.1.1	Where parallel runways are to be provided for simultaneous use under instrument meteorological conditions there shall be at least 1,300 m (4,300') separation between runway centre lines.		N/A	
	8.2	<b>VMC Operations</b>			

	8.2.1	Where the use of parallel runways is limited to visual meteorological conditions there shall be at least 210 m (700') separation between centre lines where the code number is 3 or 4 and 150 m (500') where the code number is 2, and 120 m (400') where the code number is 1.		N/A	
		<b>Runway Strips</b>			
	9.1	<b>Introduction</b>			
	9.2	<b>Application</b>			
	9.2.1	A runway and any associated stopway shall be included in a strip		Yes	
	9.3	<b>Objects on Strip</b>			
	9.3.1	No fixed object other than a visual aid required for air navigation purposes meeting the requirements of para. 9.3.3 shall be located on a runway strip.		Yes	
	9.3.2	Notwithstanding para. 9.3.1, fixed objects required for air navigation purposes other than a visual aid (i.e., ILS, MLS) may be located on the runway strip but shall not be located on the graded area of the strip.		Yes	

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
	9.3.3	Any equipment or installation situated on a runway strip shall be of minimum practical mass and height, frangibly designed and mounted and sited in such a manner as to reduce the hazard to aircraft to a minimum.		No	8
	9.4	<b>Objects Beyond End of Runway Strip</b>			

	9.4.1	The Certifying Authority may direct that large objects, such as ILS antennae arrays, located beyond the end of the runway strip but within the aerodrome boundary, shall be frangibility mounted so as to minimize the danger to any aeroplane that might overrun the end of the runway strip.		No	9
	9.5	<b>Length of Strip</b>			
	9.5.1	The runway strip shall extend 60 m (200') beyond each end of the runway and any associated stopway where the code number is 2, 3, or 4 and 60 m (200') where the code number is 1 if an instrument one, and 30 m (100') if a non-instrument one and be graded in accordance with Chapter 10, para. 10.5.		Yes	
	9.5.2	Drainage ditches when required, shall be located beyond the end of the runway strip.		Yes	
	9.6	<b>Width of Strip – Instrument Runways</b>			

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
	9.6.1	To provide for considerations (a) and (b) of para. 9.1.1, the runway strip shall extend the following distances each side of the centre line of the runway: Precision Approach Runway: (a) 150 m (500') where the code number is 3 or 4; b) 75 m (250') where the code number is 1 or 2. NonPrecision Approach Runway (a) 150 m (500') where the code number is 4; (b) 75m (250') where the code number is 1 or 2.		N/A	
	9.7	<b>Width of Strip – Non-Instrument Runways</b>			
	9.7.1	Runway strips containing a non-instrument approach runway shall extend each side of the centre line as follows: (a) 75 m (250') where the code number is 4; (b) 45m (150') where the code number is 3; (c) 30m (100') where the code number is 1 or 2.		Yes	
		<b>Runway Strips – Graded Areas</b>			

	10.1	<b>Introduction</b>			
	10.2	<b>Width of Graded Area – Instrument Runways</b>			
	10.2.1	To provide for considerations (c), (d) and (e) of Chapter 9, para. 9.1.1 a strip that includes an instrument runway shall be graded on each side of the centre line of the runway (and stopway where provided) throughout its length for a distance of at least: (a) Precision Approach Runways - 90 m (300') where the code number is II; 75 m (250') where the code number is 3;		N/A	

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
		115 m (150') where the code number is 2; 30 m (100') where the code number is I; (b) Non-Precision Approach Runways - 75 m (250') where the code number is II; 115 m (150') where the code number is 3; 23 m (75') where the code number is I or 2;			
	10.3	<b>Width of Graded Area – Non-Instrument Runways</b>			
	10.3.1	To provide for considerations (c), (d) and (e) of Chapter 9, para. 9.1.1, a strip that contains a non-instrument runway shall be graded each side of the centre line of the runway (and stopway where provided) throughout its length for a distance of at least: 60 m (200') where the code number is 4;		N/A	
		38 m (125') where the code number is 3;		N/A	
		22 m (75') where the code number is 2;		No	9
		19 m (62.5') where the code number is 1.		N/A	

	10.3.2	The Certifying Authority recognizes that full compliance with the graded area requirements may in many cases impose an undue burden and be economically unreasonable, particularly for aerodromes in remote and isolated areas of sparse population and public interest may outweigh the requirement for full compliance. In such cases, an aeronautical study shall be conducted to		N/A	
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Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
		determine if a lesser graded area width can be permitted.			
	10.4	<b>Characteristics</b>			
	10.4.1	The surface of the graded area should be erosion resistant, flush with the runway (and stopway where provided) along their common edge and should be capable of supporting snow removal and emergency vehicles.		No	10
	10.5	<b>Slopes on Graded Area</b>			
	10.5.1	<b>Longitudinal Slopes</b>			
	10.5.1.1	The longitudinal slope in the graded portion of the strip should be similar to the runway slope except where deviations are required because of taxiways or other runways, in which case the longitudinal grades should be smooth curves.		Yes	
	10.5.2	<b>Slope Changes Before Threshold</b>			
	10.5.2.1	Slope changes before the threshold of a precision approach runway should be avoided or kept to a minimum on that portion of the strip within a distance of 30 m (100') on each side of the extended centre line of the runway. Where slope changes cannot be avoided on this portion, the rate of change between two consecutive slopes should not exceed 2 per cent per 30 m (100').		N/A	
	10.5.3	<b>Transverse Slopes</b>			



Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
	10.5.3.1	Transverse slopes on the graded portion of strips should be sufficient to prevent the accumulation of water on the surface of the strips. For the first 3 m (10') outward from the runway edge the slope may be as great as 5 per cent downward for drainage. The transverse slope on the remainder of the graded area should be a maximum of 2.5 per cent downward where the code number is 3 or 4 and 3 per cent where the code number is 1 or 2.		No	11
	10.6	<b>Slopes Beyond Graded Area</b>			
	10.6.1	The slopes of any portion of a strip beyond the graded area should not exceed an upward slope of 5 per cent as measured in the direction away from the runway.		Yes	
	10.7	<b>Drainage Ditches</b>			
	10.7.1	Drainage ditches, when required, shall not be in the graded portion of the strip.		Yes	
	10.7.2	Where drainage ditches are located at the edge of the graded area, they shall be contoured in order to reduce structural damage in the event an aeroplane inadvertently overruns the ditch.		Yes	
	10.8	<b>Runway Shoulders</b>			
	10.8.1	<b>Application</b>			
	10.8.1.1	Runway shoulders should be provided for runways where the code letter is D and the runways are intended to serve turbojet aeroplanes.		N/A	

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
	10.8.2	<b>Characteristics</b>			
	10.8.2.1	Where the code number is 3D, the shoulders should have the characteristics specified in para. 10.4.		N/A	

	10.8.2.2	Runway shoulders should be paved where the code number is 4D and should be prepared or constructed so as to be capable, in the event of an aeroplane running off the runway of supporting the aeroplane without inducing structural damage to the aeroplane and of supporting ground vehicles which may operate on the shoulder.		N/A	
	10.8.2.3	Runway shoulders should extend symmetrically on each side of the runway so that the overall width of the runway and its shoulders is not less than 60 m (200').		N/A	
	10.8.2.4	When existing paved runways wider than the specifications listed in Table 1-1 are reduced in width to conform to these specifications, the excess pavement should be left in place as two equally wide shoulders on both sides of the reconfigured runway.		N/A	
	10.8.2.5	The surface of the shoulder that abuts the runway should be flush with the surface of the runway and its transverse slope should not exceed 2.5 per cent.		No	12
		<b>Clearways</b>			
	11.1	<b>Introduction</b>			

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
	11.1.1	Clearway where provided commences at the end of the declared take-off run available (TORA) and provides an area over which an aeroplane can transit in safety from lift-off to a prescribed height.		Yes	
	11.2	<b>Length</b>			

	11.2.1	The length of a clearway shall not exceed: (a) 300 m (1,000'), (b) the distance to the first object other than approach lights or other light weight frangibly mounted objects such as radio signal monitors that project above the slope of the clearway, or (c) the distance to the point where the ground projects above the slope of the clearway.		Yes	
	11.3	<b>Width</b>			
	11.3.1	Clearways shall have a width of at least 75 m (250') on each side of the extended centre line of the runway or the width of the strip they serve, whichever is the lesser.		Yes	
	11.11	<b>Slopes on Clearways</b>			
	11.4.1	Abrupt contour changes should be avoided, except for isolated depressions or ditches.		Yes	
	11.4.2	The terrain in a clearway shall not project above a plane having an upward slope of 1.25 per cent measured from the horizontal.		Yes	Observation
	11.5	<b>Objects on Clearways</b>			

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
	11.5.1	Where an established clearway is infringed by a new object other than one specified in para. 11.2.1 sub. para. (b), the take-off distance available (TODA) information in declared distances shall be recalculated.		N/A	
		<b>Stopways</b>			
	12.1	<b>Introduction</b>			

	12.1.1	Stopways, where provided, commence at the stop end of that portion of the runway available for take-off. They may be considered an economical substitute for what would otherwise have to be provided by paved runways to meet the requirements of given aeroplanes.		N/A	
	12.2	<b>Width of Stopways</b>			
	12.2.1	Stopways shall have the same widths as the runways they serve.		N/A	
	12.3	<b>Slopes on Stopways</b>			
	12.3.1	Slopes on stopways shall be consistent with the runways they serve.		N/A	
	12.4	<b>Bearing Strength</b>			
	12.4.1	Stopways shall be capable of supporting the aeroplane that the stopway is intended to serve during an interrupted take-off without inducing structural damage to the aeroplane.		N/A	
	12.5	<b>Surface of Stopways</b>			

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
	12.5.1	The co-efficient of friction characteristics should not be appreciably different from that of the runways they serve.		N/A	
	12.6	<b>Obstacles on Stopways</b>			
	12.6.1	Unless its function requires it to be there for air navigation purposes, no equipment or installation shall be on a stopway if it would endanger an aeroplane and shall meet the requirements of para. 11.5.1.		N/A	
		<b>Runway End Safety Areas</b>			
	13.1	<b>Application</b>			

	13.1.1	A runway end safety area should be provided at each end of a runway strip where the code number is 3 or 4.		N/A	
	13.2	<b>Dimensions of Runway End Safety Areas</b>			
	13.2.1	A runway end safety area should extend from the end of a runway strip for as great a distance as practicable, but at least 90 m.		N/A	
	13.2.2	The width of a runway end safety area should be at least twice that of the associated runway.		N/A	
	13.3	<b>Objects on Runway End Safety Areas</b>			

Audit Selection	Regulation	Section	Explanation	Compliant?	Finding #
	13.3.1	An object situated on a runway end safety area, which may endanger aeroplanes, should be regarded as an obstacle and should be removed as far away as practicable.		N/A	
	13.4	<b>Clearing and Grading of Runway End Safety Areas</b>			
	13.4.1	A runway end safety area should provide a cleared and graded area for aeroplanes which the runway is intended to serve in the event of an aeroplane undershooting or overrunning the runway.		N/A	
	13.5	<b>Slopes on Runway End Safety Areas</b>			
	13.5.1	The slopes of a runway end safety area should be such that no part of the runway end safety area penetrates the approach or take-off climb surface.		N/A	
	13.6	<b>Longitudinal Slopes</b>			

	13.6.1	The longitudinal slopes of a runway end safety area should not exceed a downward slope of 5 per cent. Longitudinal slope changes should be as gradual as practicable, and abrupt changes or sudden reversals of slopes avoided.		N/A	
	13.7	<b>Transverse Slopes</b>			
<b>Audit Selection</b>	<b>Regulation</b>	<b>Section</b>	<b>Explanation</b>	<b>Compliant?</b>	<b>Finding #</b>
	13.7.1	The transverse slopes of a runway end safety area should not exceed an upward and downward slope of 5 per cent. Transitions between differing slopes should be as gradual as practicable.		N/A	
	13.8	<b>Strength of Runway End Safety Areas</b>			
	13.8.1	A runway end safety area should be prepared or constructed so as to reduce the risk of damage to an aeroplane undershooting or overrunning the runway and facilitate the movement of rescue and fire fighting vehicles.		N/A	





February 23, 2022

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

**RE: PERMISSION FOR ROAD CLOSURE FOR HAILEYBURY BLOCK PARTY, AUGUST 20, 2022**

Dear Mr. Oslund,

The organizing committee of the *Haileybury Block Party* (Temiskaming Art Gallery, the Open Studio Libre, & the Whiskeyjack Beer Company) is in the process of planning the second annual edition of the Haileybury Block Party (HBP). Last year was a sold-out success in the face of Covid-19 restrictions and cool weather. We managed to raise over \$6000 for Zack's Crib, and hope to reach our goal of \$10,000 this year in support of community programming at the Open Studio Libre. The HBP will also be a chance to bring together the residents of Temiskaming Shores to celebrate our community, something sorely needed in these trying times.

The day will begin with a large outdoor painting class from 12-2 pm hosted by the Open Studio Libre, then free musical performances by local musicians will take place from 2-4 pm. We plan to close the event at 4:30 and reopen for paid event-goers from 5:30-10 pm for more live music, food, and drinks. We continue to work with our fellow downtown businesses and anticipate that more of our neighbours will join the party this year.

In order to ensure a successful HBP, the committee requests that:

- Ferguson Avenue from Main Street to Broadway Street is closed to accommodate the outside studio and beer garden. This would allow Whiskey Jack to serve directly from its store front, accommodate a greater number of participants safely and the musical performances can take place on the existing Whiskey Jack patio where there is already hydro in place.
- City staff loans and sets up event fencing to enclose the space. It would be optimal if fencing was in place from 10 am on Saturday August 20, 2022 until 11 pm to allow crews and volunteers to set up and remove the tables, stage, and other items.





- The City of Temiskaming Shores provides a \$2000 sponsorship to help us grow the event this year. We are hoping to attract a prominent French musical act, as well as provide free music in the afternoon for visitors. This sponsorship would be acknowledged in our social media posts, on event tickets and signage, as well as the LED sign installed on the roof of Whiskeyjack Beer Co.

Liability insurance coverage (naming the City of Temiskaming Shores as an insuree) will be provided by the Temiskaming Art Gallery and Whiskey Jack.

Please advise us if there is any other information that you require. We look forward to hearing from you and thank you in advance for your partnership in this exciting community event.

Sincerely

Melissa La Porte,  
Executive Director/Curator of the Temiskaming Art Gallery & Open Studio Libre

**Dive in.**

Discover something  
new about your  
community.

**2021**

PHOTO BY ERIN HARTLEY

THE TEMISKAMING FOUNDATION'S

**VitalSigns®**



## MESSAGE FROM THE VITAL SIGNS® COMMITTEE

Dear Friends,

Welcome to The Temiskaming Foundation's first Vital Signs® report.

Our Foundation was established 27 years ago by a group of community leaders who envisioned a way to unite our community in building a strong, resilient place to live, work and play. They wanted to build enduring systems that would support our community through future challenges they couldn't predict.

We started this Vital Signs® project in pursuit of that commitment, and to deepen our understanding about issues that contribute to our individual and collective quality of life. As a community foundation, our role goes beyond promoting philanthropy; we inform, unify, and encourage collective action to build an even stronger community.

The COVID-19 pandemic has affected virtually every aspect of our lives and has surfaced needs that we could not have foreseen. As we continue to navigate through this pandemic, The Temiskaming Foundation is guided by our commitment to building a strong, resilient community.

This report is a snapshot of the Temiskaming region and highlights some of the many indicators that provide insight into the quality of life in our community. We encourage you to share this report with your friends, family, neighbours, and colleagues. We hope that it will initiate conversations and encourage collaborative solutions to the challenges our community faces today, and in the future.

On behalf of the Vital Signs® Committee and the Board of Directors, thank you for reading and sharing our passion for this exceptional community. Together, we can build an even stronger Temiskaming.

Sincerely,

The Vital Signs® Committee

### Vital Signs® Advisory Network

The following advisors have helped guide the development and process of this Vital Signs® report. They generously contributed their time, resources, and expertise to this project, and we thank them for their support.

**Al Willard**

*Vital Signs® Committee*

**Chris Oslund**

*Vital Signs® Committee*

**Ghislain Lambert**

*Vital Signs® Committee*

**Jack Birtch**

*Vital Signs® Committee*

**Lynne Bernier**

*Vital Signs® Committee*

**Mark Wilson**

*Vital Signs® Committee*

**Kerry Schubert-Mackey**

*Timiskaming Health Unit*

**Janet Smale**

*Timiskaming Health Unit*

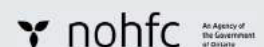
**Charles Cirtwill**

*Northern Policy Institute*

**This project is supported by:**



Northern Ontario Heritage Fund



Special thanks to  
Allan Bartlett and Jack Birtch  
for their support.



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THE  
TEMISKAMING  
FOUNDATION

The Temiskaming Foundation is committed to strengthening community wellbeing. We do this by inspiring giving, by thoughtfully caring for the assets entrusted to us, and by supporting ideas, initiatives and activities that strengthen our communities.

61 Whitewood Ave, Box 1084  
New Liskeard ON P0J 1P0

705-647-1055

[temiskamingfoundation.ca](http://temiskamingfoundation.ca)

Charitable BN: 888535465RR0001

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Executive Director

**Cherry Wong**  
Project Coordinator

**Julia Bigelow**  
Project Coordinator

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Translation:  
**Peggy Morin, C.Tr., OCT**  
Morin Services

Cover Photo:  
**Erin Hartley**

Special thanks to:  
**Victoria Foundation**

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Vital Signs® is a community check-up conducted by community foundations across Canada that measures the vitality of our communities and identifies significant trends in a range of areas critical to quality of life. Vital Signs® is coordinated nationally by Community Foundations of Canada.

The Vital Signs® trademark is used with permission from Community Foundations of Canada.



COMMUNITY  
FOUNDATIONS  
OF CANADA

**VitalSigns.**

Our neighbouring community foundations are:  
Fondation communautaire du Témiskaming  
(Earlton) and Temagami Community Foundation



[instagram.com/  
ttfvitalsigns](https://www.instagram.com/ttfvitalsigns)



[facebook.com/  
temiskamingfoundation](https://www.facebook.com/temiskamingfoundation)



# WELCOME

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The Temiskaming Foundation acknowledges the Algonquin, Anishinaabe and Cree peoples as caretakers of this land and their culture, which we recognize, respect, and support as we live, work, play and create in the region of Temiskaming which we now share.

## ABOUT VITAL SIGNS®

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Vital Signs® is an evidence-based report used to measure the health and well-being of communities across Canada. It identifies trends, starts conversations, and helps communities act on local priorities. The goal of Vital Signs® is to offer a readable and engaging report that encourages dialogue and action from all segments of a community, including residents, organizations, institutions, and political leaders.

The Temiskaming Foundation produces this report to help connect charitable giving to community needs and opportunities. Special thanks to the Victoria Foundation for allowing us to borrow their approach, and to Community Foundations of Canada for supporting a coordinated national Vital Signs® initiative. To learn more, visit [communityfoundations.ca/vitalsigns](https://communityfoundations.ca/vitalsigns).

## INTERSECTIONS

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This report is divided into key issue areas, but they do not exist in isolation. These topics, along with many others, are all interconnected. We cannot truly understand one without considering its connection to other subjects within our community.

We acknowledge the limitations of this report and recognize that it does not provide a complete view of our community. This is just the beginning, and we hope to explore other themes in future Vital Signs® Reports. We look forward to engaging with members of our community, and we hope that this work will become part of a broader conversation and movement for change.





PHOTO BY BROCK MACDONALD



## ABOUT THE TEMISKAMING FOUNDATION

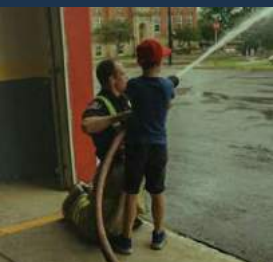
Sharing in the growth of our community.

Founded in 1994, the Temiskaming Foundation (TTF) is part of a network of almost 200 Community Foundations across Canada. Serving the region from Latchford to Kirkland Lake, we have granted over \$4 million to local charities and organizations that strengthen and enrich the environment in which we all live, work and play.

As a Community Foundation, our mandate is to help the residents of our area create a better place to live. We do this by managing gifts from donors whose generosity allows us to create permanent endowment funds that earn income. The income generated from these funds is granted to support community initiatives. Perpetual granting allows donors to maximize the value of their gift and support the needs of our community now and forever.

Together, we help build strong and resilient communities.

For more information about what we do, please visit: [temiskamingfoundation.ca](http://temiskamingfoundation.ca)



**OVER \$4 MILLION**  
GRANTED TO OUR COMMUNITY



**26**  
YEARS OF  
GIVING



**100+**  
ENDOWMENT  
FUNDS



**2000+**  
GRANTS  
GIVEN



**350+**  
SCHOLARSHIPS



**10M+**  
IN ASSETS



# HOW TO READ THIS REPORT

This report is divided into four main sections:



## VITAL INFORMATION

page 8-15

This section provides some background information about topics mentioned later in this report. These pages are marked with a "Vital Information" banner at the top-left corner.



## COMMUNITY IMPACT: COVID-19

page 16-17

These pages provide a "snapshot" of the current COVID-19 situation in our community.

Although the pandemic has affected every topic in this report, we weren't able to explore the full scale and scope of the impact due to current data limitations (access/availability at the community level). This section aims to share some of what we know so far.



## VITAL TOPICS

page 18-39

These pages feature locally-relevant information and indicators examining different areas in our community.

Please note that the data pages use both Timiskaming and Temiskaming (spelling variations). When applicable, the spelling used mirrors the original data source.



## TEMISKAMING VOICES

page 40-47

This section aims to capture the "voice" of our community through one-on-one interviews with Temiskaming residents. They shared their experiences and thoughts on our community- what we're doing well, and what we could do to improve.



# HOW TO READ THIS REPORT

## VITAL TOPICS PAGE

This section, found on pages 18 to 39, feature locally-relevant information and indicators examining different areas in our community. Some topics are one-pagers and look slightly different, but they contain many of the same elements described below.

### SUSTAINABLE DEVELOPMENT GOALS (SDG)

These icons correspond with some of the SDGs relevant to the topic area. Learn more about the SDGs on Page 12.



### ENVIRONMENT & SUSTAINABILITY



#### COMMUNITY STORY:

Bats play a vital role in maintaining the balance and supporting the health of our ecosystems. As insect eaters, they provide an important ecological service to agriculture and forestry industries by controlling the population of unwanted insects. Bat colonies near orchards can decrease pesticide requirements by up to 50%. Unfortunately, four of the eight species found in Ontario are endangered, threatened by a disease known as White Nose Syndrome. Mortality rates have reached over 90% in caves, making it one of the most destructive wildlife diseases in the past century.

Agnico Eagle looked at ways they could help protect endangered bats in Cobalt. They are a protected habitat for these endangered species, so Agnico Eagle's Mine Reclamation Team assessed the infrastructure of old Agnico Eagle mine workings to ensure suitable temperature and air flow, then designed and friendly closure. Their primary goal was to preserve safe but friendly habitats that keep people out of disturbing or harming the bats. There are now six bat guano installations in some of Agnico Eagle's closed mines in the Cobalt Area!

28 | THE TIMISKAMING FOUNDATION'S VITAL SIGNS® 2021

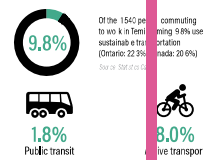
#### SURVEY RESULTS

42% of respondents rated environmental education in our community as Below Average or Poor	GOOD/EXCELLEN'T 19% AVERAGE 39% BELOW AVERAGE/POOR 42%
39% of respondents rated our community's actions on climate change as Below Average or Poor	GOOD/EXCELLEN'T 18% AVERAGE 47% BELOW AVERAGE/POOR 35%
50% of respondents rated the 100-point recycling and reducing household waste as Good/Excellent	GOOD/EXCELLEN'T 55% AVERAGE 24% BELOW AVERAGE/POOR 21%

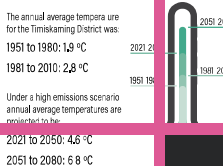
#### COMMUNITY HIGHLIGHT

Climate Action Timiskaming is a group of local groups fostering productive conversations and action in the Timiskaming region. So far, they've had 400 trees planted by 100+ students and more about their initiatives visit: [time/TimiskClimate/](http://time/TimiskClimate/)

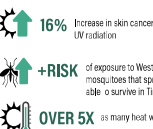
#### SUSTAINABLE TRANSPORTATION



#### CLIMATE CHANGE



#### Climate change is projected to affect the following residents by 2050 in the following ways:



### LOCAL INDICATORS & SECONDARY DATA

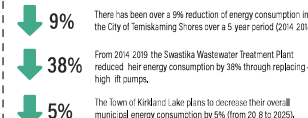
Indicators help track our community's progress over time. Data was collected from a variety of sources, such as Statistics Canada, Ontario Data and the Timiskaming Health Unit. A complete list of data sources can be found at [temiskamingfoundation.ca/vitalsigns](http://temiskamingfoundation.ca/vitalsigns).



#### FARMING & SUSTAINABILITY



#### ENERGY CONSUMPTION



### COMMUNITY STORY & COMMUNITY HIGHLIGHT

These stories and highlights feature organizations, initiatives or projects in our community.

### COMMUNITY OPINION SURVEY: GRADE AND RESPONSES

In early 2021, we conducted an online survey and asked community members to answer questions about our community. Each respondent was also asked to assign a rating or "grade" for each topic area. These are some of the results. Learn more about the survey on pages 14-15.



# THE TIMISKAMING DISTRICT

## TIMISKAMING OR TEMISKAMING?

The debate over the spelling of Timiskaming/Temiskaming originated in the 18th century and continues today. Timiskaming is an Algonquin toponym, or place name, meaning “Where the lake has deep and shallow water”<sup>[1]</sup>. Today, both Temiskaming and Timiskaming are used throughout the region, with the latter spelling used for the Census Division, Health Region, and electoral districts. Some claim “Timiskaming” was a typographical mistake made by a government official, but both variations (and many more) appear in historical archives and maps that predate the Canadian Confederation<sup>[2]</sup>.

The Temiskaming Foundation’s catchment area mirrors that of the Timiskaming Census Division, but for us, community isn’t defined by geographical boundaries. We believe that our feelings of belonging and the things that unite us aren’t defined by a line on the map. We choose to take the most inclusive view and use “Temiskaming” to represent our community, defined not by residence, but rather by the connections we have to this area and to each other.

*Throughout this report, you'll find both spelling variations of "Temiskaming" and "Timiskaming". When possible, we try to follow the same spelling as the data source. As a rule of thumb, "Timiskaming" usually describes a specific geographical division or catchment area.*

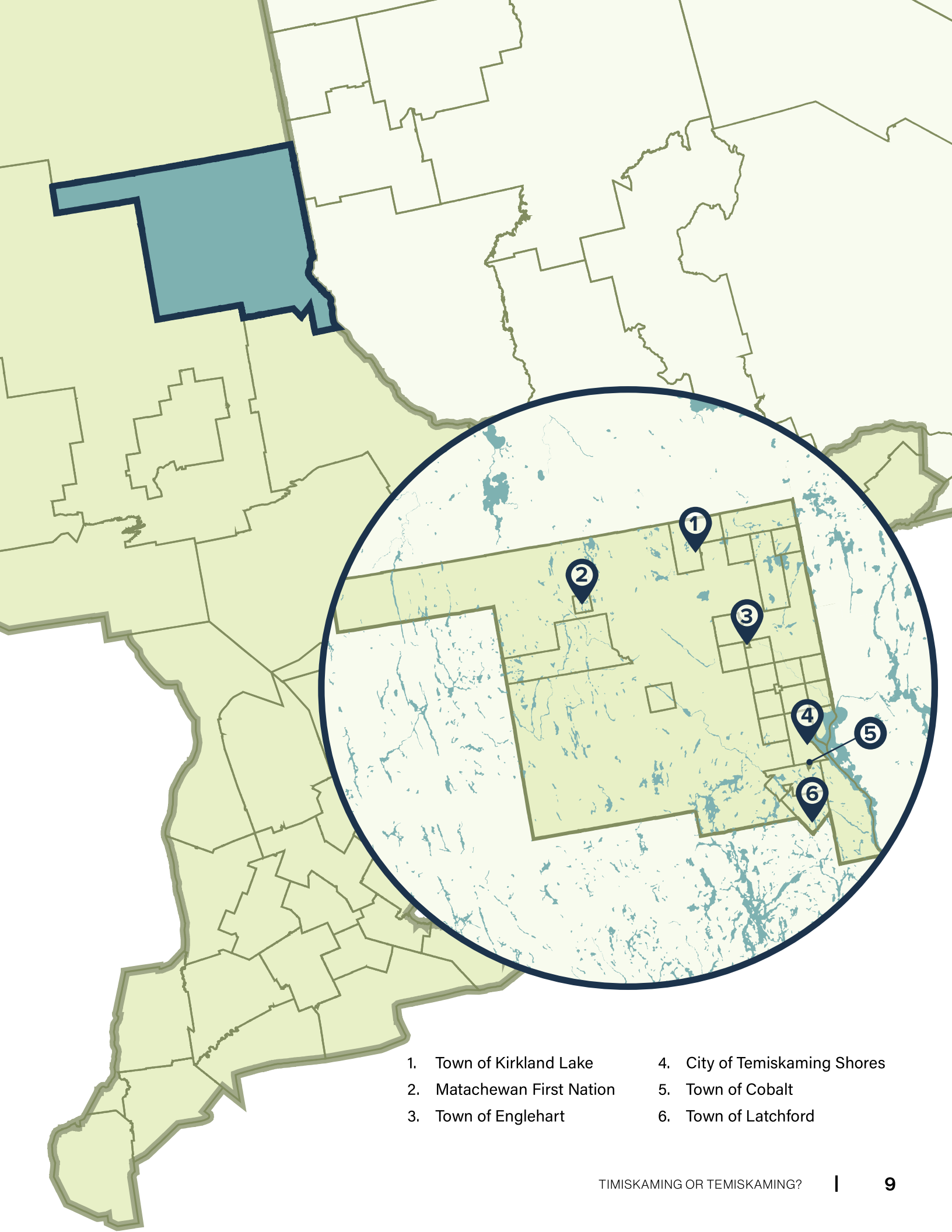
Many Algonquin toponyms have disappeared from maps. The Land that Talks is a project by the Algonquin Nation Secretariat that aims to bring back Algonquin toponyms in our region. We encourage you to browse their map to learn more. [www.algonquinnation.ca/toponym/](http://www.algonquinnation.ca/toponym/)

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### Footnotes:

[1] Algonquin Nation Secretariat. (n.d.). The Land that Talks: A multimedia tour of Algonquin place names. Retrieved May 12, 2021, from <http://www.algonquinnation.ca/toponym/en/map/>

[2] Winearls, J. (1991). Mapping Upper Canada, 1780-1867: An annotated bibliography of manuscript and printed maps. University of Toronto Press.



- |                            |                               |
|----------------------------|-------------------------------|
| 1. Town of Kirkland Lake   | 4. City of Temiskaming Shores |
| 2. Matachewan First Nation | 5. Town of Cobalt             |
| 3. Town of Englehart       | 6. Town of Latchford          |



### "The Truth and Reconciliation Commission

has been mandated to inform all Canadians about what happened in the [residential] schools and to guide a process of national reconciliation. For the child taken, and for the parent left behind, we encourage Canadians to read this history, to understand the legacy of the schools, and to participate in the work of reconciliation."

- Truth and Reconciliation Commission of Canada

From the report **"They Came for the Children: Canada, Aboriginal Peoples, and Residential Schools"** (2012)

### THE TRUTH AND RECONCILIATION COMMISSION OF CANADA

Truth commissions have been used worldwide to discover the facts, root causes and societal consequences of past human rights violations. They conclude with a final report, including recommendations for reform to prevent such abuses from happening again.

The Truth and Reconciliation Commission of Canada (TRC) was established in 2008 to document and share the history and impact of the residential school system. They listened to the truth of Survivors, their families, communities, and many others personally affected by the residential school experience. They documented the deep impacts of the legacy of residential schools, and how the forced separation and suppression of culture affected Indigenous communities, families, and cultural connections through generations.

In June 2015, the TRC prepared an Executive Summary of their findings, along with 94 Calls to Action. The Calls to Action are a series of steps calling on all levels of government, institutions, and organizations within our communities to work together to acknowledge the trauma and redress the harm caused by the residential school system. They provide a path to create a joint vision of reconciliation based on mutual respect.

The TRC released the Final Report in December 2015. The six-volume report discusses the Commission's work, and what they heard, read, and concluded about the residential school system and its legacy.

The full report has been made available through the National Centre for Truth and Reconciliation (NCTR) at: [nctr.ca/reports](http://nctr.ca/reports)

### UNITED NATIONS DECLARATION ON THE RIGHTS OF INDIGENOUS PEOPLES

The United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) is a document that describes the individual and collective rights of Indigenous Peoples around the world. The rights contained in the declaration "constitute the minimum standards of the survival, dignity and well-being of the Indigenous Peoples of the world" (UNDRIP Article 43). The UNDRIP was officially adopted in September 2007 by a majority vote. Canada was one of four nations that voted against it. In 2016, Canada reversed its position and officially adopted the UNDRIP.

The Principles of Reconciliation from the Truth and Reconciliation Commission (TRC) of Canada confirms UNDRIP as the "framework for reconciliation at all levels and across all sectors of Canadian society". The TRC Calls to Action #43 calls on all levels of government to "fully adopt and implement the United Nations Declaration of Indigenous Peoples as the framework for reconciliation".

To learn more about the declaration, visit [un.org](http://un.org)



"Many students who went to residential school never returned. They were lost to their families. They died at rates that were far higher than those experienced by the general school-aged population. Their parents were often uninformed of their sickness and death. They were buried away from their families in long-neglected graves.

No one took care to count how many died or to record where they were buried. The most basic of questions about missing children— Who died? Why did they die? Where are they buried? — have never been addressed or comprehensively documented by the Canadian government."

*From "Canada's Residential Schools: Missing Children and Unmarked Burials".  
Volume 4 of the Final Report of the Truth and Reconciliation Commission of Canada. Available at [nctr.ca](http://nctr.ca)*

## Calls to Action #71 to #76: Missing Children and Burial Information

71. We call upon all chief coroners and provincial vital statistics agencies that have not provided to the Truth and Reconciliation Commission of Canada their records on the deaths of Aboriginal children in the care of residential school authorities to make these documents available to the National Centre for Truth and Reconciliation.
72. We call upon the federal government to allocate sufficient resources to the National Centre for Truth and Reconciliation to allow it to develop and maintain the National Residential School Student Death Register established by the Truth and Reconciliation Commission of Canada.
73. We call upon the federal government to work with churches, Aboriginal communities, and former residential school students to establish and maintain an online registry of residential school cemeteries, including, where possible, plot maps showing the location of deceased residential school children.
74. We call upon the federal government to work with the churches and Aboriginal community leaders to inform the families of children who died at residential schools of the child's burial location, and to respond to families' wishes for appropriate commemoration ceremonies and markers, and reburial in home communities where requested.
75. We call upon the federal government to work with provincial, territorial, and municipal governments, churches, Aboriginal communities, former residential school students, and current landowners to develop and implement strategies and procedures for the ongoing identification, documentation, maintenance, commemoration, and protection of residential school cemeteries or other sites at which residential school children were buried. This is to include the provision of appropriate memorial ceremonies and commemorative markers to honour the deceased children.
76. We call upon the parties engaged in the work of documenting, maintaining, commemorating, and protecting residential school cemeteries to adopt strategies in accordance with the following principles:
  - i. The Aboriginal community most affected shall lead the development of such strategies.
  - ii. Information shall be sought from residential school Survivors and other Knowledge Keepers in the development of such strategies.
  - iii. Aboriginal protocols shall be respected before any potentially invasive technical inspection and investigation of a cemetery site.



# SUSTAINABLE DEVELOPMENT GOALS

The Sustainable Development Goals (SDGs) are 17 interconnected goals that serve as a blueprint to achieve a better and more sustainable future. Canada is one of 193 countries participating in this United Nations initiative. The goals are a universally shared vision that applies to people and communities everywhere. They provide a shared language to unite communities, provinces, and countries in common action. Visit [globalgoals.org](http://globalgoals.org) for more information.

Find these icons in the report to learn how the SDGs relate to Vital Signs® and key issues in our community.



End poverty in all its forms everywhere



Ensure access to affordable, reliable, sustainable and modern energy for all



Take urgent action to combat climate change and its impacts



End hunger, achieve food security, and promote sustainable agriculture



Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all



Conserve and sustainably use the oceans, seas and marine resources for sustainable development



Ensure healthy lives and promote wellbeing for all at all age stages



Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation



Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, and halt and reverse land degradation and halt biodiversity loss



Ensure equitable, quality education and promote lifelong learning opportunities



Reduce inequality within and among countries



Promote peaceful and inclusive societies for sustainable development, provide access to justice for all and build effective, accountable and inclusive institutions



Achieve gender equality and empower all women and girls



Make cities and human settlements inclusive, safe, resilient and sustainable



Strengthen the means of implementation and revitalize the Global Partnership for Sustainable Development



Ensure availability and sustainable management of water and sanitation for all



Ensure sustainable consumption and production patterns



# IF THE TIMISKAMING DISTRICT WAS A VILLAGE OF 100

Based on the 2016 Census, if the Timiskaming District was made up of 100 people, there would be...

## GENDER

### TIMISKAMING

**50**

MALES

**50**

FEMALES

### CANADA

**49**

MALES

**51**

FEMALES

Source: Statistics Canada

## AGE

	TIMISKAMING	CANADA
0 - 14	<b>15</b>	<b>17</b>
15 - 24	<b>11</b>	<b>12</b>
25 - 64	<b>52</b>	<b>54</b>
65 - 74	<b>12</b>	<b>10</b>
75 - 84	<b>7</b>	<b>5</b>
85 +	<b>2</b>	<b>2</b>

Source: Statistics Canada

## TIMISK. / CANADA

**47 / 41**

MEDIAN AGE

**\$31K / \$34K**

MEDIAN TOTAL  
INCOME (INDIVIDUAL)

**2.7 / 2.9**

MEDIAN FAMILY SIZE

Source: Statistics Canada

## INCOME (INDIVIDUAL)

	TIMISKAMING	CANADA
Under \$10,000	<b>11</b>	<b>11</b>
\$10,000-\$29,999	<b>28</b>	<b>24</b>
\$30,000-\$59,999	<b>23</b>	<b>23</b>
\$60,000-\$99,999	<b>13</b>	<b>13</b>
\$100,000 +	<b>6</b>	<b>6</b>
Not Applicable*	<b>20</b>	<b>22</b>

Source: Statistics Canada

\* Not applicable includes those who are under 15 and those who do not live in private households. Numbers may not add up to 100 due to rounding.

## MISCELLANEOUS

	TIMISKAMING	CANADA
Self-Employed*	<b>11</b>	<b>12</b>
Employed*	<b>53</b>	<b>55</b>
Visible Minority	<b>2</b>	<b>22</b>
Aboriginal Identity	<b>8</b>	<b>5</b>
Immigrant	<b>4</b>	<b>22</b>

Source: Statistics Canada

\* Of the population aged 15 and over

## TIMISKAMING / CANADA

**84 / 64**

SPEAK ENGLISH MOST  
OFTEN AT HOME

**14 / 20**

SPEAK FRENCH MOST  
OFTEN AT HOME

**34 / 18**

KNOW ENGLISH AND  
FRENCH

Source: Statistics Canada

# METHODOLOGY

The data featured in this report is a combination of results from our Community Survey and secondary data from a range of organizations and sources. For more information and a full list of references, please visit [temiskamingfoundation.ca/vitalsigns](https://temiskamingfoundation.ca/vitalsigns).



A total of 655 community members added their voices to the Temiskaming Foundation's Vital Signs® by providing ratings on each topic area and answering questions about their experiences in our community. They submitted more than 400 comments, sharing their thoughts on our community's strengths, challenges, and opportunities.

## GRADING



Survey participants were asked to rate the issue areas based on the scale below. Ratings were then converted to a numerical scale, with 5 being "Excellent". The average rating is used in the report to compare across issue areas.



**Excellent**, stay the course



**Good**, but improvements could be made



**Average** performance



**Below average**, more work is required



**Failure**, immediate action is required

## COMMUNITY PERCEPTION SURVEY

The Temiskaming Foundation conducted two online community surveys based on a voluntary, self-selected respondent population. The general survey was available to all interested individuals in the Timiskaming District from January to March 2021. An adapted version of the survey was advertised to students attending Timiskaming District Secondary School and Englehart High School. The results should be interpreted based on the survey participants and may not be representative of the Timiskaming District overall.

## SECONDARY DATA

To complement our survey data, this report also features data from secondary sources. The majority comes from Statistics Canada and the Community Data Program through the Northern Policy Institute.

We try our best to feature data that is relevant and recent. Due to access and availability constraints, some of the data we used may be outdated or may not reflect the impact of COVID-19 on our community.

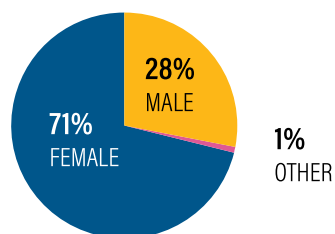
Community Foundations of Canada developed common indicators from institutional sources for Vital Signs® communities to choose from. We also developed our own unique indicators by assessing survey responses and through consultation with our advisory network. The indicators were chosen based on availability, accessibility, and reliability of data for our geography. Temiskaming is an umbrella term that we use to refer to our overall community and may apply to different geographical areas depending on the indicator. Generally, we use Timiskaming District to refer to the Census Division as defined by Statistics Canada.

For more information on geographical boundaries, data sources, full survey results and limitations of our analysis, please visit [temiskamingfoundation.ca/vitalsigns](https://temiskamingfoundation.ca/vitalsigns).

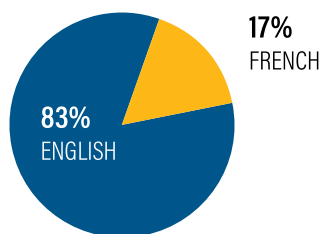
# COMMUNITY SURVEY

Community members who participated in the survey assigned a rating or grade to each issue area. The profile below describes some demographic characteristics of the survey respondents.

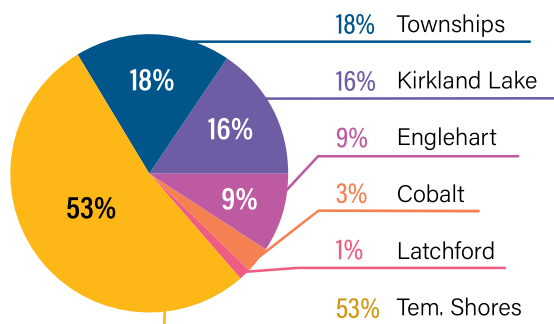
## GENDER



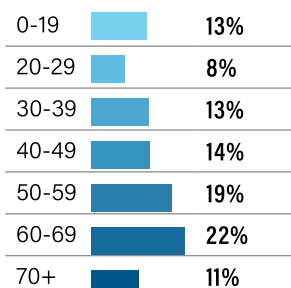
## LANGUAGE OF RESPONSES



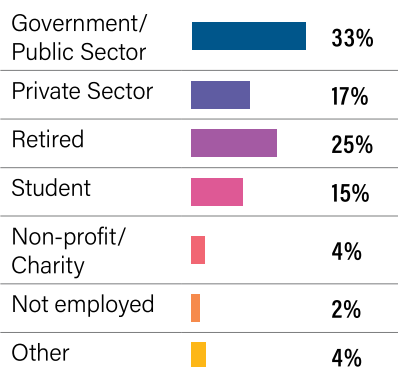
## LOCATION



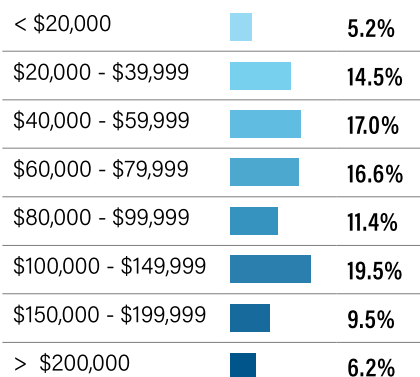
## AGE



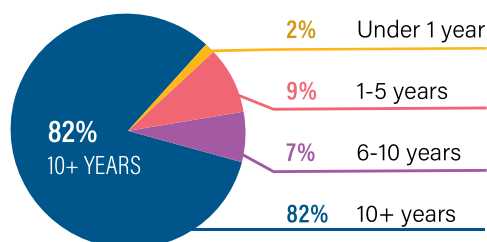
## EMPLOYMENT BY SECTOR



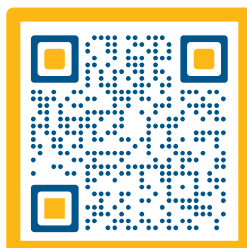
## INCOME



## YEARS IN TEMISKAMING



## SCAN FOR FULL SURVEY RESULTS



## SURVEY GRADE

### ARTS & CULTURE

Average rating: 3.5

**B**

### BELONGING & ENGAGEMENT

Average rating: 3.4

**B-**

### EDUCATION & LIFELONG LEARNING

Average rating: 3.2

**B-**

### EMPLOYMENT & ECONOMY

Average rating: 3.0

**C+**

### ENVIRONMENT & SUSTAINABILITY

Average rating: 3.1

**C+**

### HEALTH & WELL-BEING

Average rating: 3.2

**B-**

### COMMUNITY SAFETY

Average rating: 3.7

**B**

### ROAD SAFETY

Average rating: 3.2

**C+**

### HOUSING

Average rating: 2.9

**C+**

### STANDARD OF LIVING

Average rating: 3.4

**B-**

### FAMILIES

Average rating: 3.1

**C+**

### SPORTS & RECREATION

Average rating: 3.6

**B**



# COMMUNITY IMPACT: COVID-19

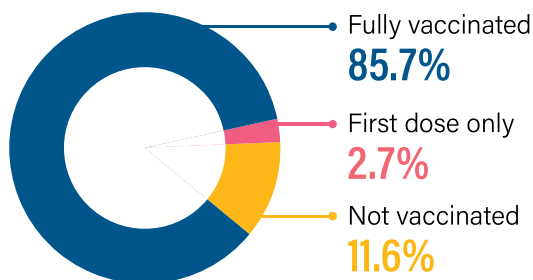
The emergence of COVID-19 across the globe has had far-reaching implications. As we continue to navigate through the pandemic, we are starting to see data and trends emerge. Much of the data is still preliminary, and we currently aren't able to measure the full scale and impact of COVID-19, but here's what we do know as of December 2021:

## VACCINATION RATES

of eligible population (12+)



As of December 17, 2021:



99% of THU survey respondents reported their experience at the THU vaccine clinic as being "good" or "very good".

Source: Timiskaming Health Unit

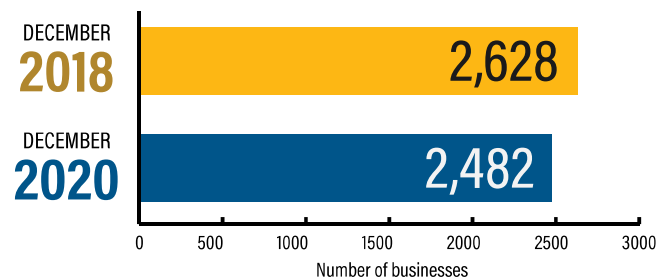
## NUMBER OF BUSINESSES

2018, compared to 2020



Please note: This does not measure the full impact of the pandemic. It includes businesses that have closed permanently but are still completing wind down and closeout procedures, which can take many months.

### Business Establishment Counts, Timiskaming District



Around 60% of Timiskaming businesses are "without employees" (e.g., self employed, non-payroll workforce, etc.). From 2018 to 2020, the number of Timiskaming businesses without employees decreased by 8.4%. Businesses with employees saw a 0.7% decrease.

Source: Statistics Canada (CDP)

## SUPPORT FOR INDIVIDUALS

through the Canadian Emergency Response Benefit (CERB)



35.4% of eligible workers\* in Timiskaming received CERB. (Ontario: 35.8%, Canada: 35.2%)

Average number of weeks receiving CERB:

**16.4  
WEEKS**

\* Eligible workers: all persons who earned \$5k or more the previous year

Source: Statistics Canada (CDP)

## SUPPORT FOR INITIATIVES

to address the impact of COVID-19



TTF Emergency Fund was established to help local efforts to address the impact of the COVID-19 crisis. We have and continue to provide grants from this fund to local organizations whose programs and services benefit our vulnerable populations including youth and families living in poverty, isolated seniors and those with mental health challenges.

## MONITORING COVID-19 through wastewater testing



Testing wastewater can provide information about COVID-19 levels in our community. People who have COVID-19 will have gene fragments of the virus in their stool before they experience symptoms or remain asymptomatic. Wastewater data, along with other local COVID-19 data like case numbers and testing rates, can inform what steps are taken by the health unit to protect the public. Testing is being done for Haileybury and Kirkland Lake through the Timiskaming Health Unit. Sampling in other communities may be added at a later date.

## HOUSING MARKET ACTIVITY trends in 2020/2021



Housing market activity in 2020 has been exceptionally strong across Canada. An analysis published by the Bank of Canada reported that as of February 2021, national home resales were at record highs and inventory (homes available for sale) reached record lows. The national year-over-year growth in house prices reached 17% in February- nearly three times the rate seen just before the pandemic.

According to the report, housing preferences have changed. Homebuyers are looking for more space, opting for suburban and rural areas. RE/MAX's 2021 Housing Market Outlook reports a similar trend in Northern Ontario. Buyers from urban areas have been migrating north, looking for more space and affordability in places like North Bay and Sudbury. RE/MAX predicts this trend will continue, forecasting a 4-6% increase in prices for North Bay and 5% increase in Sudbury.

Please see the references document for citations. Available at [temiskamingfoundation.ca/vitalsigns](https://temiskamingfoundation.ca/vitalsigns)



## DR. GLENN CORNEIL

Dr. Corneil is our district's acting Medical Officer of Health and has been leading our community through the COVID-19 pandemic. He is also a practitioner at the Great Northern Family Health Team.

Dr. Corneil loves the variety and type of medicine that a family doctor can practice in a rural community of this size, such as emergency medicine, obstetrics, in-patient care and teaching. Glenn and his wife, Paule, chose to live in New Liskeard for its beautiful setting, size, location but especially so that they could raise their family in a bilingual community. Today, they are both confident that they made the right decision!

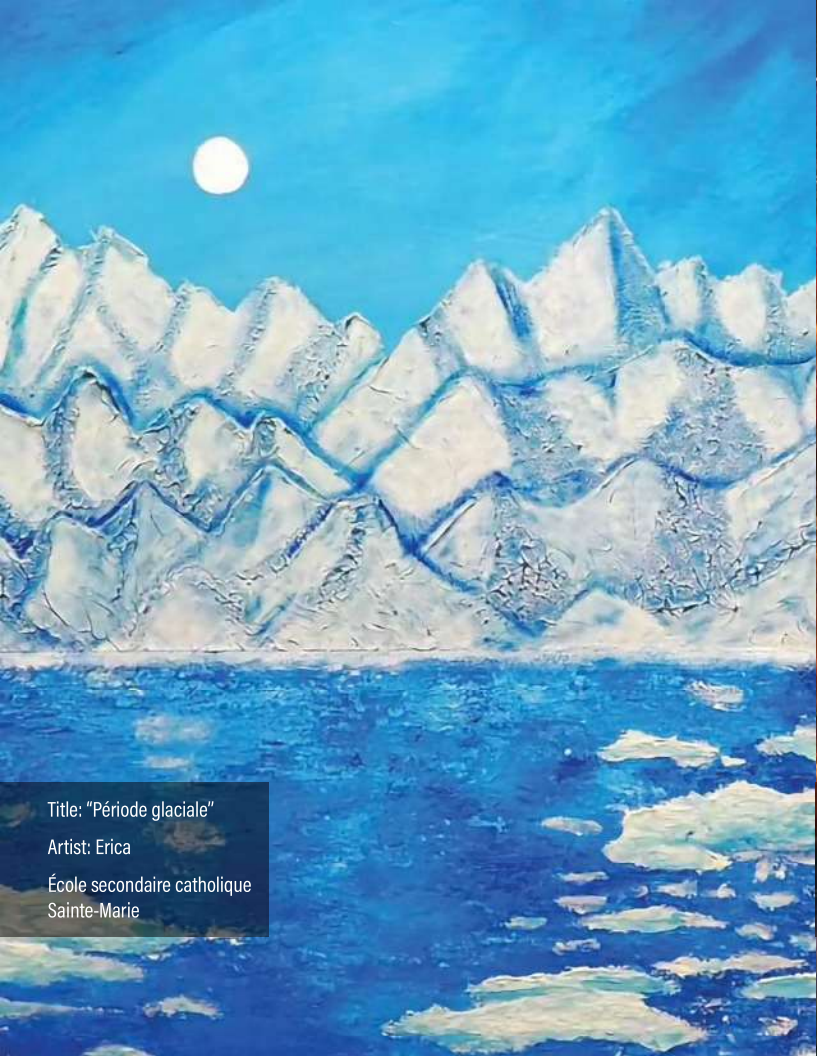
### Can you tell us about being our district's acting Medical Officer of Health through COVID-19?

When I offered to help out the Timiskaming Health Unit in 2018 by filling the Acting Medical Officer of Health role until they recruited a full-time MOH, I thought, "What could possibly go wrong?" And nothing did. Eight months later, THU was successful in their recruitment process and I said goodbye to a great organization. When my phone rang 9 months after that, asking if I would return as the position was again vacant, it was natural for me to transition back into the role. Little did I know what 2020 and beyond would bring! Helping lead our district through the world's worst pandemic in over 100 years was not on my radar, but what an experience it has been.

Being a Medical Officer of Health during a pandemic has been stimulating, challenging, tiring and inspiring, with no shortage of meetings! Part of my personal challenge has been balancing the demands of the position while trying to keep my Family Medicine practice under control. My patients have always been very understanding of my circumstances and my colleagues have been very supportive, but I've also had to give up working in the Emergency Department, cut-back on my hospital work and teaching in order to manage the work-load. Most of my days start with morning

meetings with our Incident Management Team and/or individual Managers and Directors. The rest of the day is then a balance of provincial meetings, responding to media requests, and working with staff to deal with the multitude of local situations that arise daily and unpredictably. One of the strengths of THU is our relationship with many local partners so there are a number of meetings that I host each week to keep our lines of communication robust and our colleagues informed. All of this while keeping my practice rolling - truly never a dull moment!

The Timiskaming Health Unit is a very well-oiled machine, chock-full of public health experts. It has been an absolute honour helping lead this organization through the enormous challenges that a pandemic poses. The COVID-19 pandemic has been very difficult for all of us, it continues to be a marathon but one that we all hope can be brought to a close by a successful vaccination campaign. We live in a wonderful district, one that has been generally very supportive and understanding of the public health measures we've been encouraging and emphasizing for over a year. We all look very forward to getting back to a version of normal life in the near future.



Title: "Période glaciaire"  
Artist: Erica  
École secondaire catholique  
Sainte-Marie



Title: "Qu'espace t'il?"  
Artist: Shyanne  
École secondaire catholique  
Sainte-Marie



## ARTS & CULTURE

### SURVEY GRADE

**B**

### COMMUNITY STORY:

**Art from the Forest Floor | l'Art du tapis forestier | Nopiming Ojichigan Mochisag** is a collaborative arts education project guided by local artists Brit Griffin, Felicity Buckell, and Denis Bradette, who have been working with local students to explore climate change through visual and literary art.

With support from the Temiskaming Art Gallery, and funding from the Ontario Arts Council - Conseil des arts de l'Ontario

Northern Arts Program, the Rotary Club of Temiskaming Shores and Area, the Cobalt Legion, the City of Temiskaming Shores, and The Temiskaming Foundation, Part I of the project took place during the 2019 - 2020 school year, with students from St Patrick School Cobalt, École secondaire catholique Sainte-Marie, and Kiwetin Kiknamading. Together, they explored questions such as: who are you during this time of climate change; where are you now; and how can we, together, contribute to a resilient future? The students used photography, sketching, their original texts, comic strips with guidance from local artist Andrea Burton, foraged and supplied materials, and a self-portrait to create mixed-media works on canvas. Their works were featured in an exhibition at the Temiskaming Art Gallery (TAG) in December 2020, which conveyed profound hope, despite the realities of climate change. Above are featured works from this project.

### SURVEY RESULTS

**67%** of respondents said that **libraries** were important to them.

AGREE .....	<b>67%</b>
NEUTRAL .....	<b>27%</b>
DISAGREE ...	<b>6%</b>

**70%** of respondents said that **arts and culture** was important to them.

AGREE .....	<b>70%</b>
NEUTRAL .....	<b>27%</b>
DISAGREE ...	<b>3%</b>

**80%** of respondents said that **preserving local history** was important to them.

AGREE .....	<b>80%</b>
NEUTRAL .....	<b>18%</b>
DISAGREE ...	<b>2%</b>



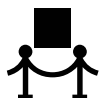
## TEMISKAMING IS HOME TO:



9 MUSEUMS



1 LIVE THEATRE



3 ART GALLERIES



1 OPEN ART STUDIO

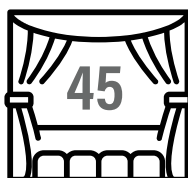


14 PUBLIC LIBRARIES

## EDUCATION IN THE ARTS

45 children participate in the *Small Pond Entertainers* theatre program on average each year.

Source: Small Pond Entertainers



CHILDREN



**0.47%** of our population is educated in the arts with their major fields of study being in the visual or performing arts.

Source: Statistics Canada

## COMMUNITY HIGHLIGHT

Open Studio Libre is an initiative by the Temiskaming Art Gallery that strives to make art inclusive and accessible to all. They offer programming in both French and English, and through their free-to-access drop-in sessions, anyone can stop by to create works of art. [temiskamingartgallery.ca](http://temiskamingartgallery.ca)

## TOURISM

According to the Temiskaming Shores & Area Chamber of Commerce, Temiskaming is a spot of interest to **over 1200 tourists each year**. The most commonly requested tourist attractions are: Devil's Rock, Hilliardton Marsh and the Elk Lake Eco Center.

Source: Temiskaming Shores & Area Chamber of Commerce



## VALUING PUBLIC LIBRARIES



Quantifying the value of public libraries is a difficult, yet necessary task for demonstrating funding needs. The Northern Ontario Research, Development, Ideas and Knowledge (NORDIK) Institute put together a toolkit for public libraries in Northern Ontario to measure the impact they have on their communities. This toolkit takes into consideration 7 key areas in which public libraries contribute to their communities. The Temiskaming Shores Public Library used this toolkit to calculate their social return on investment (SROI) in 2018, which was estimated to be \$4,576,523. This number represents both the financial and social impact of the Temiskaming Shores Public Library. For more information on the Valuing Northern Libraries Toolkit, please visit: <http://www.nordikinstitute.com/archives/project/valuing-northern-libraries>

For each municipal dollar invested in the Temiskaming Shores Public Library, the social return on investment is **\$11.08!**

Source: Temiskaming Shores Public Library

## TEMISKAMING SHORES PUBLIC LIBRARY (2020)

Number of visits to a library branch in 2020: 15,726

Total circulation of library materials including e-books: 31,453

The Temiskaming Shores Public Library was closed due to the COVID-19 pandemic from March 16 until September 8, 2020. The usual in-person programs were not accessible but the library initiated a number of other activities including a series of 'Take-Away' crafts for children.

Source: Temiskaming Shores Public Library

## TECK CENTENNIAL PUBLIC LIBRARY (2020)

In 2020 there were over 11,000 visits

23,637 items were borrowed from the library

There were 98 new cardholders

Source: Teck Centennial Public Library

**OVER \$120,000**

was granted to arts and culture organizations and projects through The Temiskaming Foundation in 2020!

Some of the organizations that received grants were:

- » The Paul Penna (Cobalt) Library
- » The Temiskaming Art Gallery
- » The Cobalt Classic Theatre
- » The Englehart & Area Historical Museum
- » Little Claybelt Homesteaders Museum

Source: The Temiskaming Foundation



PHOTO BY SUE NIELSEN

# BELONGING & ENGAGEMENT

## SURVEY GRADE

**B-**

## COMMUNITY STORY:

The **Kirkland Lake Multicultural Group (KLMG)** is a local non-profit organization that provides welcoming support and services to newcomers in Kirkland Lake and the surrounding area. KLMG began in 2012 when a small group of newcomers came

together to support each other in adjusting to life in Northern Ontario. Today, they've grown to over a hundred members and are steadily growing. Aiming to be the supportive "family" that newcomers often lack when moving to a new area, they offer free assistance and settlement services such as local information, support, social events and a welcoming network. Understanding that the feeling of belonging is a crucial component of successfully settling in a new place, the KLMG helps newcomers adjust to life in Northeastern Ontario and integrate into our vibrant community. [klmulticulturalgroup.com](http://klmulticulturalgroup.com)

## SURVEY RESULTS

54% of respondents said they **did not** feel like they had the opportunity to actively participate in community decision-making.

YES 45.5%

54.5% NO

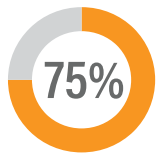
**39%** of respondents believe our community is good or excellent at accepting people from different cultural backgrounds and socioeconomic groups.

GOOD/EXCELLENT .... **39%**  
AVERAGE ..... **34%**  
BELOW AVERAGE/  
POOR ..... **27%**

**41%** of respondents believe our community is good or excellent at fostering, learning about, and respecting Indigenous culture, values and traditions.

GOOD/EXCELLENT .... **41%**  
AVERAGE ..... **33%**  
BELOW AVERAGE/  
POOR ..... **26%**

## SENSE OF BELONGING



75% of Timiskaming residents (ages 12+) reported feeling a somewhat strong or very strong **sense of belonging to their local community** (2017/2018)

Source: Statistics Canada



### SENSE OF BELONGING: SENIORS

89% of seniors (ages 65+) in the Timiskaming Health Region feel a somewhat or very strong sense of belonging.

This is **statistically higher** than the rate in Ontario (79.3%) and Canada (75.9%)



Source: Statistics Canada

For more information on statistical significance, please see page 50.

## CHARITABLE GIVING

In 2018, over 3500 tax filers in Timiskaming made charitable donations, totalling over \$4.25 million.

**TIMISKAMING MEDIAN DONATION (2018):**



Source: Statistics Canada (CDP)

## CIVIC ENGAGEMENT

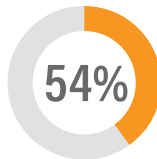
Voter turnout in the 2018 Provincial Election



## 2018 MUNICIPAL ELECTIONS IN TIMISKAMING



Voter turnout, municipalities in Timiskaming



Percent of candidates **acclaimed** in Timiskaming

**Acclaimed Candidates**

Acclaimed candidates are elected to their position when no one chooses to run against them. During the 2018 municipal elections in the Timiskaming District, 54% of the candidates for Head of Council (Mayor or Reeve) were acclaimed. In 9 municipalities, no ballots were cast because all candidates (including Councillors) ran unopposed.

Data source: Association of Municipalities Ontario

## LANGUAGES

In 2016, 33.5% of Timiskaming residents were able to speak both French and English well enough to hold a conversation. This was higher than Ontario, where only 11.2% of residents said they could speak both French and English at a conversational level.



**3/10** people in Timiskaming can speak **both French and English**

Source: Statistics Canada

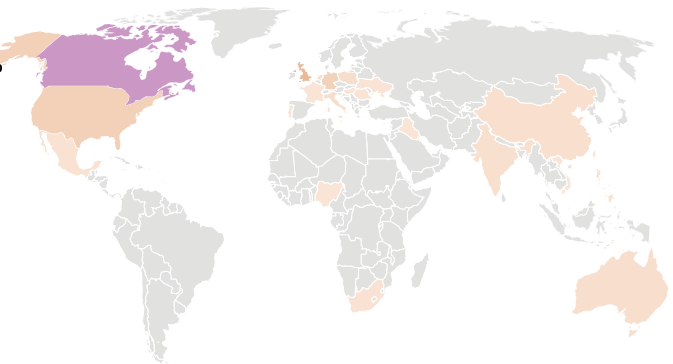
## COMMUNITY HIGHLIGHT

In 2019, the Temiskaming Native Women's Support Group hosted two weekend Language Gatherings in Temiskaming Shores and near Kirkland Lake. First Nation Elders and language speakers from the First Nations of Beaverhouse, Matachewan, Temiskaming, Wahgoshig and members of the Métis Nation came together with community members and children to learn the Ojibway language dialects of Northeastern Ontario. [keepersofthecircle.com](http://keepersofthecircle.com)

## PLACE OF BIRTH

In 2016, 3.5% of the population in the Timiskaming District were immigrants. The majority (63%) immigrated before 1981. People immigrated from all over the world to our community.

<b>Americas</b>	<b>15.7%</b>
USA	10.3%
<b>Europe</b>	<b>65.0%</b>
UK	21.1%
Germany	9.9%
Netherlands	5.4%
Poland	4.5%
<b>Africa</b>	<b>3.1%</b>
South Africa	1.8%
<b>Asia</b>	<b>12.6%</b>
China	3.6%
India	3.1%
<b>Oceania &amp; Other</b>	<b>4.0%</b>



\* For countries on the map in grey, the data was either 0 or unavailable.

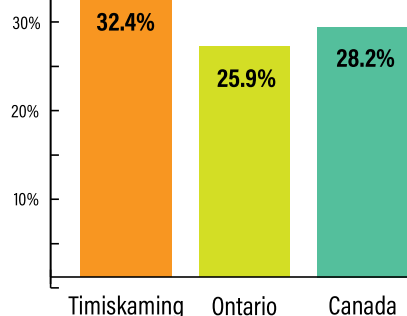
Data is 25% sample data from the 2016 Census and may not include everyone in Timiskaming.

Source: Statistics Canada

## LIVING ALONE

In 2016, 32.4% of total private households in Timiskaming were one-person households- a 13% increase from 2006.

**One-person households**  
as a percentage of total private households (2016)



**4660**

**One-person**  
households (2016)



**3095**

**Couple family** households  
with children (2016)



**4615**

**Couple family** households  
without children (2016)

Source: Statistics Canada (CDP)





PHOTO BY OLIVIA BELAND



PHOTO BY DUSTY PHIPPEN

The featured photos were kindly submitted by students in Mary Graham's photography class at Timiskaming District Secondary School. Thank you to Mary Graham, Olivia Beland and Dusty Phippen!

# EDUCATION & LIFELONG LEARNING

## SURVEY GRADE

# B-

## COMMUNITY STORY:

Computers and technology are integral to today's information society, but not everyone has equal access to devices and the Internet. The impact of COVID-19 has accelerated the urgency to close the "Digital Divide". Many critical services and activities required reliable access to technology, including mental and physical health services, financial support applications, distance learning, working from home, and even maintaining social connections with family and friends while physically distancing.

connections with family and friends while physically distancing.

Many community organizations came together to address the Digital Divide. The Temiskaming Foundation, through the Government of Canada's Emergency Community Support Fund, provided grants to support many of these initiatives, addressing inequity by providing technology and internet access to low-income families, seniors, Indigenous families and elders, and more. Through the coordination and efforts by community organizations such as the Timiskaming Health Unit, Canadian Mental Health Association Cochrane-Timiskaming, Temiskaming Native Women's Support Group and Centre de santé communautaire du Témiskaming, devices and internet access were made available to hundreds of community members experiencing financial hardship.

## SURVEY RESULTS

**39%** of respondents felt that there were not enough **adult education/job skills training programs** in our community.

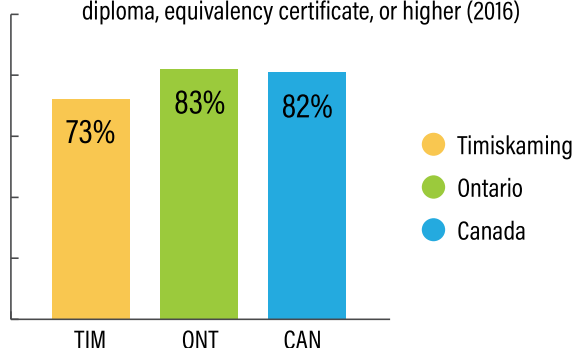
STRONGLY AGREE / AGREE.....	27%
NEUTRAL.....	34%
STRONGLY DISAGREE / DISAGREE ...	39%

**46%** of respondents agreed that the **quality of education** in our community is good.

STRONGLY AGREE / AGREE.....	46%
NEUTRAL.....	34%
STRONGLY DISAGREE / DISAGREE ...	20%

## HIGH SCHOOL COMPLETION

Percent of population ages 15+, with a high school diploma, equivalency certificate, or higher (2016)



Source: Statistics Canada



### DID YOU KNOW?

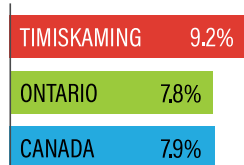
The Conseil scolaire catholique de district des Grandes Rivières (French Catholic School Board in Timiskaming) had a **5-year graduation rate of 93%** in 2018/2019, which was the 12th highest in Ontario!

Source: Ministry of Education (Ontario Data)

## EDUCATION IN HEALTHCARE

Major field of study for population 15+:

**Health and related fields (2016)**



Source: Statistics Canada

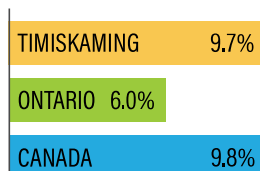


ABOUT  
**1/10** PEOPLE

## EDUCATION IN TRADES

Highest certificate, diploma or degree for population 15+:

**Apprenticeship or trades certificate/diploma (2016)**



Source: Statistics Canada



ABOUT  
**1/10** PEOPLE

## COMMUNITY HIGHLIGHT

In response to the 94 Calls to Action from the Truth and Reconciliation Commission of Canada, the District School Board Ontario North East (DSB1) implemented a change in September 2020 to ensure that all students are able to learn about the experiences and contributions of Indigenous peoples, locally and nationally. The mandatory Grade 11 English course, titled "English: Understanding Contemporary First Nations, Métis and Inuit Voices", aims to provide a learning experience through the lens of Indigenous history, culture and perspectives through the literary works of Canadian Indigenous authors.

The implementation of this change has been successful. Students have provided outstanding feedback on this course, and the pass rate has been higher than the traditional Grade 11 English course.

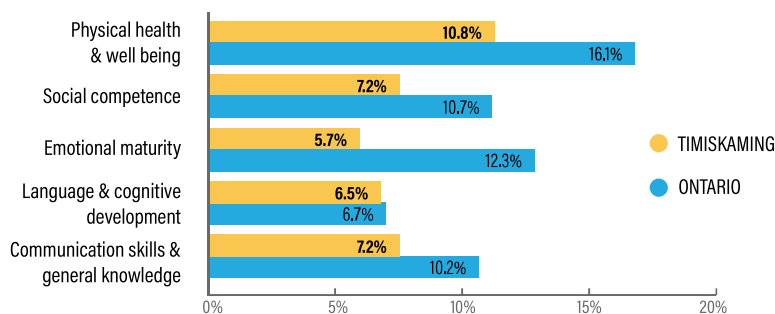
Source: DSB Ontario North East

## READINESS FOR SCHOOL

Experiences in early childhood set the path for learning, behaviour, health, and well-being. The Early Development Instrument (EDI) measures children's ability to meet age-appropriate skills and behaviour expectations, helping us better understand and support children's developmental growth. It looks at five areas of development, and is an important determinant of health and well-being later in life.

In 2015, Timiskaming had proportionately **fewer children scoring below expectations** in each area of child development compared to Ontario!

Percent of children vulnerable\* in areas of child development (2015)



Source: Ministry of Education (Ontario Data)

\* Vulnerability is characterized by scores below the 10th percentile.

Percent of children vulnerable  
(lower is better)

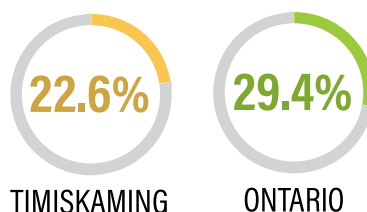
### DID YOU KNOW?

Healthy eating in childhood and adolescence is important for proper growth and development and to prevent various health conditions. Eating a healthy breakfast is associated with improved cognitive function (especially memory), reduced absenteeism, and improved mood. Hydration may also improve cognitive function in children, which is important for learning.

Source: Centers for Disease Control and Prevention (CDC)



Percent of children, vulnerable in **one or more areas** of child development (2015)



Source: Ministry of Education (Ontario Data)





PHOTO BY LOIS WESTON-BERNSTEIN

# EMPLOYMENT & ECONOMY

## SURVEY GRADE

C+

## COMMUNITY STORY:

Community Futures Development Corporations (CFDCs) are community-based, not-for-profit organizations that offer a wide variety of programs and services to support community economic development and small business growth.

The Temiskaming District has two CFDCs: the Kirkland & District Community Development Corporation and the South Temiskaming Community Futures Development Corporation. The South Temiskaming CFDC is also a Small Business Enterprise Centre, supporting small business owners by offering programs, services, and expert advice. The South Temiskaming CFDC and Kirkland & District CDC sprang into action in the days, weeks and months following the initial COVID-19 shutdown. They offered resources, distributed funding, administered loans and provided guidance to small businesses to help them through their recovery efforts. Learn more about the CFDCs in our district and the services they offer at [kdcdc.com](http://kdcdc.com) and [southtemiskaming.com](http://southtemiskaming.com).

## SURVEY RESULTS

**52%** of respondents said there was somewhat enough support for **entrepreneurs and small businesses**.

YES .....	24%
SOMEWHAT ....	52%
NO .....	24%

**30%** of respondents said there was enough support for **people looking for jobs**.

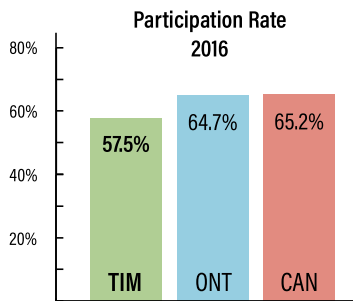
YES .....	30%
SOMEWHAT ....	53%
NO .....	17%

**42%** of respondents said there were **not enough opportunities** for people to find jobs in their field of interest.

YES .....	11%
SOMEWHAT ....	47%
NO .....	42%

## LABOUR FORCE

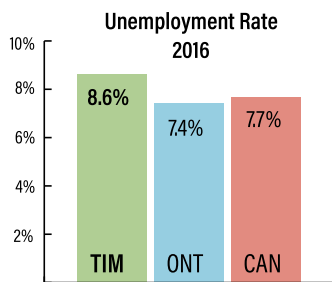
The labour force participation rate represents the number of people ages 15+ who are either employed or unemployed. The participation rate measures the economy's active workforce, so it doesn't include people who are not looking for work, such as retirees and full-time students.



Source: Statistics Canada

## UNEMPLOYMENT RATE

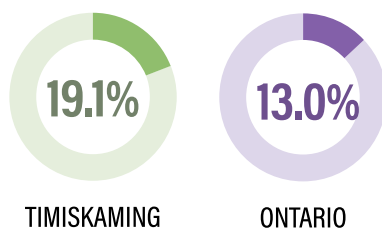
The unemployment rate represents the percentage of people who are not working, but are available and looking for work.



Source: Statistics Canada

## JOBS IN TRADES

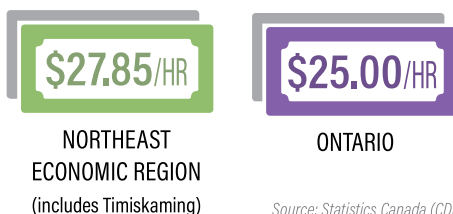
Percent of population ages 15 and over in trades, transport, equipment operators and related occupations (2016)



Source: Statistics Canada

## MEDIAN WAGE: TRADES

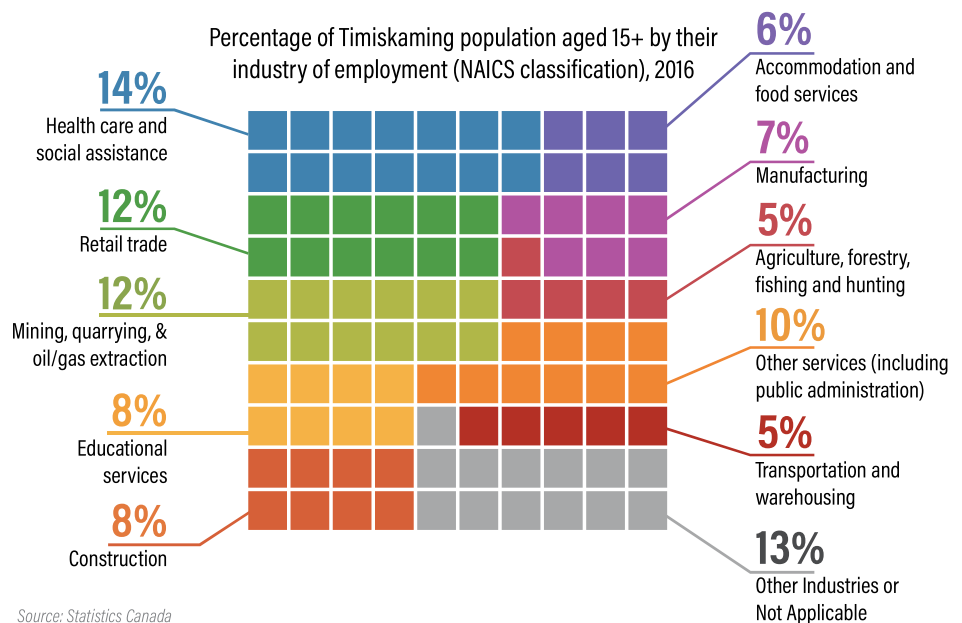
Median hourly wage rate for occupations in trades, transport, equipment operators and related occupations (2020)



Source: Statistics Canada (CDP)

## INDUSTRIES

Percentage of Timiskaming population aged 15+ by their industry of employment (NAICS classification), 2016



Source: Statistics Canada

## INDUSTRIES: CHANGES OVER 15 YEARS

From 2001 to 2016 in Timiskaming, most industries saw a decline in the number of people employed. Only 4 industries in Timiskaming experienced employment growth over the fifteen years. Mining had the biggest increase, with more than triple the number of employees in 2016 compared to 2001 (+257.4%). Health care was the only industry in the service-producing sector that increased in employment (+19.6%).

Percent change in the industrial composition of the employed workforce (15+) in Timiskaming, from 2001 to 2016, select industries

Source: Northern Policy Institute

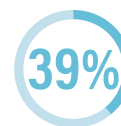
Sector / Industry	2001	2016	% Change	
<b>Goods-producing Sector</b>	<b>3,685</b>	<b>4,400</b>	<b>+ 19.4%</b>	↑
Mining and oil and gas extraction	470	1,680	+ 257.4%	↑↑↑↑
Agriculture, forestry, fishing, and hunting	840	655	- 22.0%	↓
Manufacturing	1,295	970	- 25.1%	↓
<b>Service-producing Sector</b>	<b>10,480</b>	<b>8,975</b>	<b>- 14.4%</b>	↓
Health care and social assistance	1,705	2,040	+ 19.6%	↑
Information and cultural industries	390	155	- 60.3%	↓↓
Wholesale trade	405	140	- 65.4%	↓↓

## LOCAL BUSINESSES

**2,482**  
BUSINESS  
ESTABLISHMENTS IN  
TIMISKAMING



(DECEMBER 2020)



39% have at least one employee on payroll

Retail Trade: 15%  
Construction: 12%  
Health care & social assistance: 10%



61% are self-employed and/or maintain a workforce of non-payroll employees (e.g., contracted workers, family)

Real estate: 22.4%  
Agriculture, forestry, fishing, hunting: 17.7%

\* Please note that these numbers do not necessarily reflect the impact of COVID-19. Many of the businesses that closed are still completing their close-out procedures and are included in these counts.

Source: Statistics Canada (CDP)

# AGRICULTURE

## Resource Development



Source: Statistics Canada



That is equivalent to over 450,000 hockey rinks!

Source: Statistics Canada



Source: Statistics Canada



**31,527**

**KILOLITRES OF MILK**

was produced by dairy cows in Timiskaming (2016). That's equivalent to over 12.5 Olympic sized swimming pools!

Source: Statistics Canada

**FARM OPERATORS**

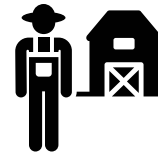


**360**  
MALE



**160**  
FEMALE

Source: Statistics Canada



**62**  
BEEF CATTLE  
FARMS IN  
TIMISKAMING



**46**  
DAIRY CATTLE  
FARMS IN  
TIMISKAMING

Source: Statistics Canada



**29,881**  
DOZEN EGGS

were laid by hens in Timiskaming (2016)

Source: Statistics Canada



**53**  
IS THE  
AVERAGE  
AGE OF FARMERS

That is 2 years younger than the Ontario average.

Source: Statistics Canada

## DISPOSAL OF AGRICULTURAL PLASTIC WASTE IN NORTHERN ONTARIO

Agriculture in Northern Ontario is a key economic driver, supporting over 12,220 jobs and contributing over \$587 million in GDP to the provincial economy. The sector is also growing, with Northern farm cash receipts increasing from \$182 million in 2006 to \$206 million in 2017.

However, the activities within this sector are estimated to generate over 819 tons per year of recoverable agricultural plastic waste, with an expected increase to 941 tons by 2022. Once these materials are used, farmers generally have three options for end-of-life management. To date, this includes on-farm storage and burial, open burning and transporting to a landfill.

Districts in Northern Ontario are currently at a crossroads regarding the management of agricultural plastic in landfills and a growing number of landfills have or are in the process of prohibiting the disposal of these plastics. Farmers require the use of these materials as essential farm production inputs; however, they are facing growing challenges regarding their disposal. Recycling and/or resource recovery is a preferred option that results in the largest net environmental benefit, but access to these end-users has been limited.

The Northern Ontario Farm Innovation Alliance and the Northern Caucus of the Ontario Federation of Agriculture commissioned a study in 2018 that examined end-

use options for used agricultural plastic in Northern Ontario. Based upon this study, a tentative model for the consolidation of agricultural plastic in Northern Ontario has been developed. It would involve compactors that would bale loose plastic into dense bales, which could be delivered to a local collection point prior to consolidation for transport.

There are currently two tentative end-users for the used agricultural plastic. One would implement a resource recovery stream to turn the plastic into fuel, the other would turn the plastic into lumber.

Source: Northern Ontario Farm Innovation Alliance (NOFIA), Ontario Federation of Agriculture  
Full sources available at [temiskamingfoundation.ca/vitalsigns](http://temiskamingfoundation.ca/vitalsigns)



# MINING

## Resource Development

### MINING & THE LOCAL ECONOMY

An economic analysis commissioned by the Ontario Mining Association (2017) applied an input-output model and economic multipliers to estimate the contribution of the mining sector to local communities. 2015 data was used to estimate the direct and indirect impact of mining on the Timiskaming District.

#### THE MINING INDUSTRY IN TIMISKAMING CONTRIBUTED:



**\$586 MILLION**  
in estimated Gross Output



**\$331 MILLION**  
in estimated Gross Domestic Product



**\$139 MILLION**  
in estimated wages and salaries

Source: Ontario Mining Association

**Gross domestic product (GDP):** The value of all final goods and services produced in a year.

**Gross output:** GDP plus intermediate inputs (e.g., materials, operational costs used to produce the final product).



#### MINING: METALS

**429,297** OUNCES OF GOLD  
PRODUCED IN 2019

by mines in Timiskaming. That's the weight of about two elephants!

**2**

ACTIVE GOLD  
MINES IN  
TIMISKAMING

Macassa Mine (Kirkland Lake)

Young-Davidson Mine (by Matachewan)



#### MINING: NON-METALS

**100+** LICENSED PITS AND  
QUARRIES IN TIMISKAMING

These pits and quarries produce aggregates as well as limestone.



#### MINING: EXPLORATION

One of the 100 top-spending mineral exploration projects in Canada for 2019 and 2020 is located here in Timiskaming!

The Upper Beaver deposit is located in the Township of Gauthier. In 2020, the probable mineral reserves were estimated at 1.4 million ounces of gold and 19,980 tonnes of copper.

Full list of sources at [temiskamingfoundation.ca/vitalsigns](https://temiskamingfoundation.ca/vitalsigns)

## HISTORY OF MINING: TIMISKAMING DISTRICT

Mining began in Northern Ontario at least 10,000 years ago. People of the Plano culture (8000-6000 BCE) obtained materials for tools and weapons by open pit mining. Thousands of years later, societies that developed out of the Plano culture mined native copper to make tools, weapons, jewellery, and ornaments.

Evidence of mining from the Timiskaming area specifically has been found in artifacts from the Hopewell tradition (100 BCE – 500CE), where silver originating from Cobalt, ON was used to make buttons, panpipes, and jewelry. Analyses of these artifacts show that trade routes were operating across North America over 1,500 years ago, transporting silver from the Cobalt area to sites in Illinois, Georgia, and Mississippi.

#### COBALT

The modern discovery of silver in Cobalt occurred in 1903 during the construction of the Temiskaming and Northern Ontario Railway. By 1905, people from around the world and from every walk of life came to Cobalt. At one point, over 100 separate mines and prospects were active in the Cobalt area. There were a dozen hotels, four banks, nine restaurants, a National Hockey Association team, and an opera house in Cobalt.

Cobalt quickly became the world's fourth-largest producer of silver, eventually yielding over 13 million kilograms- about the weight of 2,000 elephants. The excitement generated by Cobalt discoveries enabled other mining ventures across Northern Ontario, and the wealth from Cobalt helped drive the Ontario economy in the early 20th century.

*"The discovery of silver [in Cobalt] had connections all across the Americas and all across the world. It fundamentally changed Canada and changed the development of how Canada saw resources.*

*It turned Toronto from an economic backwater into what is the finance capital of the world. Some of the leading financial capital for mining dollars today comes directly from what happened here."*

- Charlie Angus, about his upcoming book "Cobalt"

#### KIRKLAND LAKE & AREA

In 1906, a gold discovery was made in the Larder Lake area, initiating the first gold rush in northeastern Ontario. News of the discovery caused a "stampede" of

prospectors into the area, but significant gold deposits in Larder Lake weren't uncovered until 1936. During the initial gold rush, many claims were also staked around Swastika and Kirkland Lake. In 1911, prospectors found a major gold deposit in Kirkland Lake that later became known as the "Mile of Gold". The "Mile of Gold" is a line of 7 major mines in Kirkland Lake that brought extraordinary wealth for over 80 years from one of the world's largest deposits of gold. Over 2.5 million ounces of gold has been produced from these seven mines.

The Toburn Mine was the first of the seven to start production in 1913. By the time production ended in 1953, 1.2 million tonnes of ore had been brought to the surface. The production of mineral wealth made Kirkland Lake one of the most flourishing communities in Ontario during the 1930's. Between 1911 and 2020, 61 mines in the Kirkland Lake – Larder Lake Mining District produced approximately 47 million ounces of gold. One of the seven mines along the "Mile of Gold" is still operating today; the Macassa Mine started operations in 1933 and produced about 5.2 million ounces of gold over 85 years. In 2019, the Macassa Mine produced 241,297 ounces of gold and had an estimated 2.25 million ounces of mineral reserves.

Full list of sources at [temiskamingfoundation.ca/vitalsigns](https://temiskamingfoundation.ca/vitalsigns)



PHOTO BY BROCK MACDONALD

# ENVIRONMENT & SUSTAINABILITY

## SURVEY GRADE

C+

## COMMUNITY STORY:

Bats play a vital role in maintaining the balance and supporting the health of our ecosystems. As insect-eaters, they provide an important ecological service for agriculture and forestry industries by controlling the population of unwanted insects. Bat colonies near orchards can decrease pesticide requirements by up to 50%! Unfortunately, four of the

eight bat species found in Ontario are endangered, threatened by a disease known as White Nose Syndrome. Mortality rates have reached over 90% in caves, making it one of North America's most destructive wildlife diseases in the past century.

In 2019, Agnico Eagle looked at ways they could help protect endangered bats in Cobalt. Old mines are a perfect hibernation habitat for these endangered species, so Agnico Eagle's Mine Reclamation Team assessed the infrastructure of old Agnico Eagle mine workings to ensure suitable temperature and air flow, then designed bat-friendly closure measures. Their primary goal was to preserve safe bat-friendly habitats that keep people out without disturbing or harming the bats. There are now six bat gates installed in some of Agnico Eagle's closed mines in the Cobalt Area!

## SURVEY RESULTS

**42%** of respondents rated **environmental education** in our community as Below Average or Poor.

GOOD/EXCELLENT ..... **19%**  
AVERAGE ..... **39%**  
BELOW AVERAGE/  
POOR ..... **42%**

**39%** of respondents rated our community's **actions on climate change** as Below Average or Poor.

GOOD/EXCELLENT ..... **18%**  
AVERAGE ..... **43%**  
BELOW AVERAGE/  
POOR ..... **39%**

**55%** of respondents rated their opportunities for **recycling and reducing household waste** as Good or Excellent.

GOOD/EXCELLENT ..... **55%**  
AVERAGE ..... **24%**  
BELOW AVERAGE/  
POOR ..... **21%**



## COMMUNITY HIGHLIGHT

Climate Action Timiskaming is a grass-roots local group fostering productive conversations around climate action in the Timiskaming region. So far, they've hosted several climate cafes, presentations, donated 400 trees that were planted by TDSS students, and more. To learn more about their initiatives, visit: [fb.me/TimiskClimate/](https://fb.me/TimiskClimate/)

## SUSTAINABLE TRANSPORTATION



Of the 11,540 people commuting to work in Temiskaming, 9.8% use sustainable transportation. (Ontario: 22.3%, Canada: 20.6%)

Source: Statistics Canada



1.8%

Public transit



8.0%

Active transport

## CLIMATE CHANGE

The annual average temperature for the Timiskaming District was:

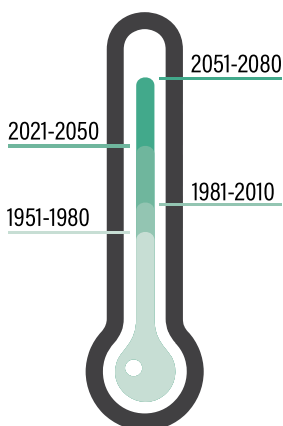
1951 to 1980: 1.9 °C

1981 to 2010: 2.8 °C

Under a high emissions scenario, annual average temperatures are projected to be:

2021 to 2050: 4.6 °C

2051 to 2080: 6.8 °C



Source: Climate Data Canada

Climate change is projected to affect the health of Timiskaming residents by 2050 in the following ways:



16%

Increase in skin cancer from exposure to UV radiation



+RISK

of exposure to West Nile virus as mosquitoes that spread the disease will be able to survive in Timiskaming's climate.



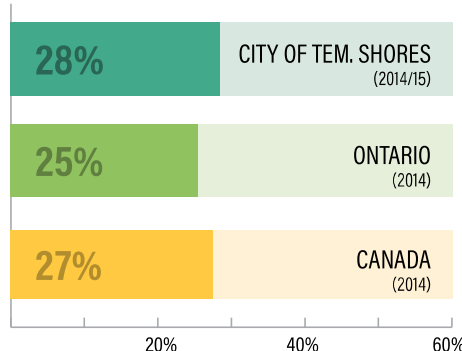
OVER 5X

as many heat waves

Source: Timiskaming Health Unit

## WASTE DIVERSION

### Waste Diversion Rate



Data Sources: City of Temiskaming Shores, Statistics Canada

The waste diversion rate represents the amount of waste diverted from landfills through the implementation of recycling, compost and other waste reduction programs. The rates shown include waste from both residential and non-residential sources.

## FARMING & SUSTAINABILITY



18 FARMS

in Timiskaming report having renewable energy sources (solar panels/wind turbines)

Source: Statistics Canada

## ENERGY CONSUMPTION



There has been over a 9% reduction of energy consumption in the City of Temiskaming Shores over a 5-year period (2014-2018).



From 2014-2019, the Swastika Wastewater Treatment Plant reduced their energy consumption by 38% through replacing 4 high lift pumps.



The Town of Kirkland Lake plans to decrease their overall municipal energy consumption by 5% (from 2018 to 2025).

Sources: City of Temiskaming Shores, Town of Kirkland Lake



## DID YOU KNOW?

There are over 20 Conservation Reserves in the Timiskaming District!\*

Conservation reserves are areas that protect significant natural and cultural features of the land, but also provide opportunities for traditional activities such as fishing, hunting, and trapping. These areas are regulated by the provincial government and play an important role in research and environmental monitoring.



According to the Ontario Ministry of the Environment, Conservation and Parks, "Climate change poses a serious threat to Ontario's natural areas. Conservation of these areas can play an important role in mitigating and adapting to climate change."

\* Includes conservation reserves that are partially in Timiskaming

Source: Ontario Ministry of the Environment, Conservation and Parks



PHOTO BY SUE NIELSEN

# HEALTH & WELL-BEING

## SURVEY GRADE

**B-**

## COMMUNITY STORY:

In 2020, the Ontario government made wearing a mask necessary in all indoor public spaces in response to the COVID-19 pandemic.

The Timiskaming Health Unit partnered with local businesses to set up "mask depots", places where people who need

a mask can go and get disposable or reusable cloth masks for free. Cloth masks were made locally and were available in both adult and child sizes.

There were a total of 12 mask depots across the Timiskaming District. Masks were also provided to food banks and point-of-care agencies. This project was made possible through funding from The Temiskaming Foundation's Emergency Fund and mask donations from the United Way.

## SURVEY RESULTS

**66%** of respondents said they have **access to physical health care** in a timely manner.

AGREE .....	66%
NEUTRAL .....	16%
DISAGREE .....	18%

**36%** of respondents said they **did not have access to mental health care** in a timely manner.

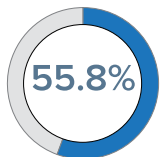
AGREE .....	36%
NEUTRAL .....	27%
DISAGREE .....	37%

**73%** of respondents said they were able to **cope with daily stress**.

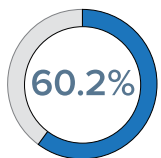
AGREE .....	73%
NEUTRAL .....	21%
DISAGREE .....	6%

## COMMUNITY HIGHLIGHT

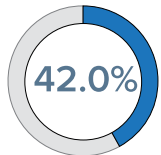
Centre de santé communautaire du Témiskaming is a community-focused health centre. Their teams develop and facilitate programming for people of all ages, including activities such as nature walks, story time, and cooking classes. 11,084 people attended programs or events at Centre De Santé communautaire du Témiskaming in 2020.



55.8% of Temiskaming residents (12 and over) perceive their **overall health** as very good or excellent.



60.2% of Temiskaming residents (12 and over) perceive their **mental health** as very good or excellent. This is statistically lower than Ontario (69.1%).



42.0% of adults (18 and over) in Temiskaming are **considered obese**. This is statistically higher than Ontario (26.5%).

Source: Statistics Canada



## AVERAGE LIFE SPAN



**78.8**

TIMISKAMING

**82.5**

ONTARIO

Timiskaming residents live almost 4 years less than the average Ontario resident.

Source: Timiskaming Health Unit

## ACCESS TO PRIMARY CARE

Percentage of people (age 16+) who were able to see their family doctor, or someone else in the office, on the same day or next day when sick (2019)



**19.1%**

NORTHEAST LHIN  
(INCLUDES TIMISKAMING)

of people can get a same-day or next-day appointment with their primary care provider



**40.6%**

ONTARIO

of people can get a same-day or next-day appointment with their primary care provider

\*LHIN: Local Health Integration Network

Source: Health Quality Ontario

## EMERGENCY DEPARTMENT VISIT RATE



**965.8**  
PER 1000  
POPULATION

In 2017 there were **32,172 visits** to an emergency department in the Timiskaming District. This makes Timiskaming's emergency department visit rate **965.8 per 1000 population**. Our rate is statistically higher than the provincial rate which is approximately 400 per 1000 population.\*

\*Note that differences in health service delivery (e.g. availability of walk-in clinics) can influence these rates.

Source: Timiskaming Health Unit

## ACCESS TO A HEALTHCARE PROVIDER

**85.5%**

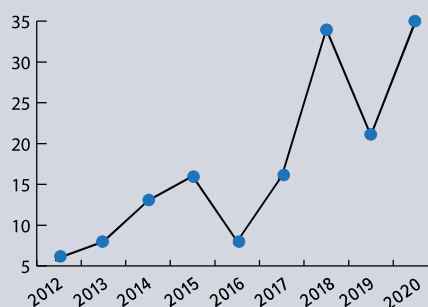


85.5% of Temiskaming residents aged 12 and over have a regular healthcare provider compared to 90.1% of residents in Ontario.

Source: Statistics Canada

## OPIOIDS IN TIMISKAMING

Opioid-related Emergency Department Visits in the Timiskaming Health Unit Catchment Area



Source: Public Health Ontario

## 2020 Emergency Department Visits for Suspected Opioid Poisonings Among Timiskaming Residents by Hospital Location\*

Timiskaming Residents in Other Ontario Hospitals: 14%

Englehart and District Hospital: 11%

Kirkland and District Hospital: 41%

Temiskaming Hospital: 34%

\* Please note that this distribution is preliminary and may be different from the confirmed numbers

Source: Timiskaming Health Unit



**329**  
CONTACTS

329 contacts were made through the Timiskaming Health Unit needle exchange program in 2018.



**400**  
NALOXONE KITS

In 2018, over 400 naloxone kits were distributed in the Timiskaming Health Region (Timiskaming Health Unit's catchment area).

Source: Timiskaming Health Unit





# COMMUNITY SAFETY

SURVEY  
GRADE

**B**

## COMMUNITY HIGHLIGHT

Victim Services of Temiskaming & District is a non-profit, community based program that provides immediate crisis assistance through specially trained staff. Their mission is to lessen the emotional trauma experienced by victims of crime or tragic circumstances by providing confidential immediate emotional support, practical assistance, information and community referrals.

Source: Victim Services of Temiskaming & District



**26 VOLUNTEERS**  
WITH VICTIM SERVICES

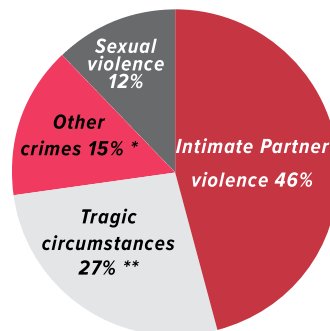
Source: Victim Services of Temiskaming & District



**369 REFERRALS**  
MADE TO VICTIM SERVICES  
BY OPP (2019)

Source: Ontario Provincial Police  
(Temiskaming Shores and Kirkland Lake)

## Most Common Reason for Referral/ Type of Victim Reaching Out



\* Other crimes include assault, elder abuse, criminal harassment, break & enter, etc.

\*\*Tragic circumstances include sudden deaths, fire, motor vehicle accidents etc.

Source: Victim Services of Temiskaming & District

## TIMISKAMING EMERGENCY MEDICAL SERVICES



**9**  
**AMBULANCES**



**55**  
**EMS STAFF**

**2018 CALL VOLUME:**  
1,053 non-emergency calls\*  
4,939 emergency calls  
2,086 standby calls\*\*  
**TOTAL: 7,488 calls**

\*Non-emergency calls are patient transfers for medical appointments.

\*\*Standby calls are designed to move available ambulance resources within the district to ensure emergency coverage is maintained while other ambulances are busy.

Source: District of Temiskaming Social Services Administration Board

## SURVEY RESULTS

**82%** of respondents said they **felt safe in their home.**

YES ..... **82%**  
SOMEWHAT ..... **16%**  
NO ..... **2%**

**74%** of respondents said they **felt safe in their neighbourhood.**

YES ..... **74%**  
SOMEWHAT ..... **22%**  
NO ..... **4%**

**74%** of respondents said they knew their neighbours well enough to **ask for help or offer assistance** when needed.

YES ..... **74%**  
SOMEWHAT ..... **17%**  
NO ..... **9%**

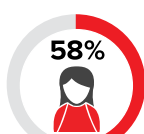
## DEMOGRAPHICS OF INDIVIDUALS SEEKING VICTIM SERVICES



CHILD/YOUTH



ADULT MALE



ADULT FEMALE

Source: Victim Services of Temiskaming & District

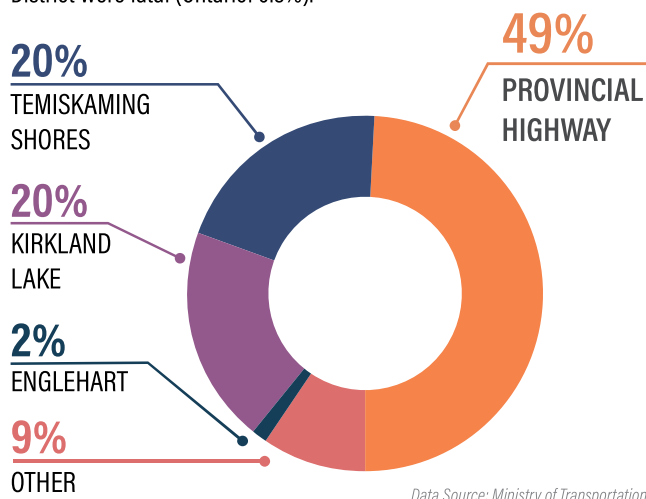
# ROAD SAFETY

SURVEY  
GRADE

C+

## MOTOR VEHICLE COLLISIONS

In 2018, there were 433 collisions in the Timiskaming District. 49% of collisions occurred on the provincial highway. Based on 2018 data from the Ministry of Transportation, 1.1% of collisions in the Timiskaming District were fatal (Ontario: 0.3%).



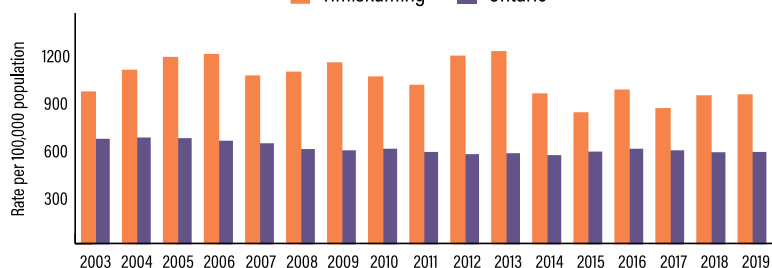
**1.1%** OF COLLISIONS IN TIMISKAMING WERE FATAL IN 2018. (ONTARIO: 0.3%)

## INJURIES FROM VEHICLE COLLISIONS

From 2003 to 2019, the Timiskaming Health Region had **statistically higher** age-standardized rates of **Emergency Department visits for injuries due to motor vehicle collisions**.

Age-standardized rate of injury caused by motor vehicle collisions

Timiskaming Ontario



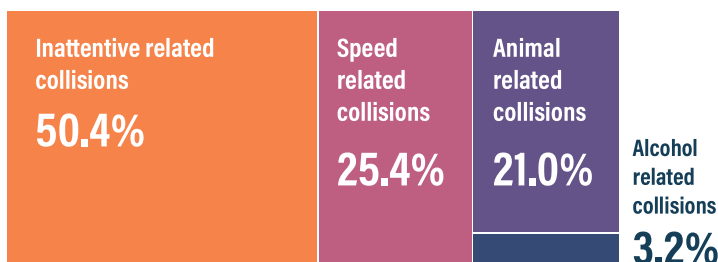
Source: Public Health Ontario

## COMMUNITY HIGHLIGHT

GEMS (Going the Extra Mile for Safety) works towards improving the safety of our highways. They have been researching and advocating for the implementation of 2+1 roads for the Trans Canada Highway between Temiskaming Shores and North Bay. To learn more about their work, visit [www.tsacc.ca/gems](http://www.tsacc.ca/gems).

## PRIMARY CAUSE OF COLLISIONS

From 2017-2019, the most common primary cause of motor vehicle collisions in the Timiskaming District was inattention. In 2019, the 204 inattentive-related collisions made up 50% of applicable collisions.



Data Source: Ontario Provincial Police (Timiskaming Shores and Kirkland Lake)

## SURVEY RESULTS

**38%** of respondents described the **safety of municipal roads** as Average.

GOOD/EXCELLENT .... **28%**  
AVERAGE ..... **38%**  
BELOW AVG/POOR .... **34%**

**41%** of respondents described the **safety of provincial highways** as Below Average or Poor.

GOOD/EXCELLENT .... **22%**  
AVERAGE ..... **37%**  
BELOW AVG/POOR .... **41%**

**46%** of respondents described the **winter maintenance of roads and highways** as Below Average or Poor.

GOOD/EXCELLENT .... **19%**  
AVERAGE ..... **35%**  
BELOW AVG/POOR .... **46%**



PHOTO BY BROCK MACDONALD

# HOUSING

## SURVEY GRADE

C+

## COMMUNITY STORY:

The Pavilion Women's Centre in Haileybury operates a short-term shelter to accommodate women and children in need. For those in need of a transitional, youth or men's shelter, the lack of availability in Timiskaming means individuals often need to travel outside the District.

Living Space, a Timmins non-profit that provides services and support to those experiencing homelessness, provided emergency shelter for five individuals from Timiskaming in 2020. Through a coordinated approach to service delivery, Living Space aims to ensure every community mem-

ber can quickly access the services they need to find and maintain permanent housing. Coordinated Access is an effective way to serve people with housing challenges. It's an integrated process that streamlines access to community resources. Without a coordinated approach, those experiencing a crisis must navigate a complicated web of services, often telling their story multiple times and placing themselves on many waiting lists to secure the resources needed to resolve their challenges. Streamlining the steps needed to access community resources clarifies the path from homelessness to stable housing and better matches people with the resources they need. [livingspacehub.org](https://livingspacehub.org)

Zack's Crib is a Timiskaming volunteer-led initiative that aims to end homelessness in our community by promoting, coordinating and providing services that alleviate and prevent homelessness. Zack's Crib is currently working on the first phase of their project: establishing a safe bed facility in Temiskaming Shores. [zackscrib.org](https://zackscrib.org)

## SURVEY RESULTS

**59%** of respondents said our community **does not** have enough **affordable senior housing**.

YES .....	11%
SOMEWHAT .....	30%
NO .....	59%

**61%** of respondents said our community **does not** have enough **affordable rental homes**.

YES .....	8%
SOMEWHAT .....	31%
NO .....	61%

**60%** of respondents said our community **does not** have enough **accessible or adaptable housing**.

YES .....	45%
SOMEWHAT .....	35%
NO .....	60%

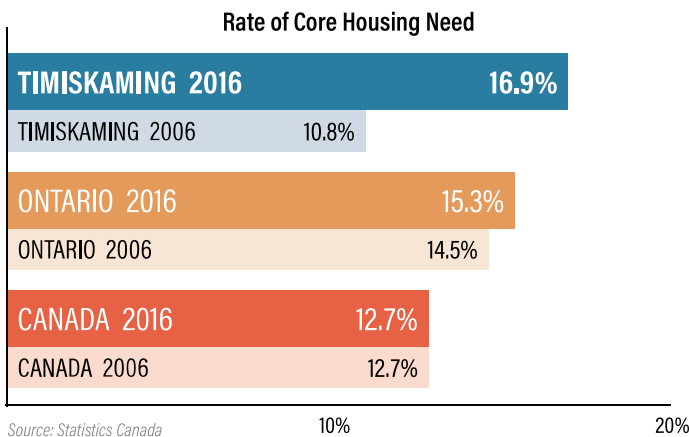


## CORE HOUSING NEED

Core Housing Need is an indicator that describes housing affordability. A household would be in "core housing need" if they are unable to find a place to live that is in reasonably good condition and is big enough for their household without costing more than 30% of their income.

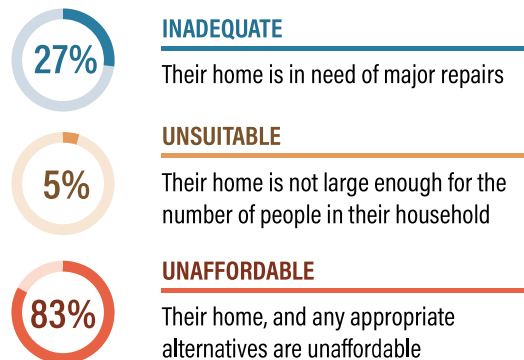
### CORE HOUSING NEED IN TIMISKAMING

In 2016, Timiskaming's rate of Core Housing Need was 16.9%. This means that 16.9% of homes in Timiskaming are either inadequate, unaffordable or unsuitable for their household. This was a 56% increase from 10.8% in 2006.



### COMPONENTS OF CORE HOUSING NEED

Out of Timiskaming households in core housing need (2016):



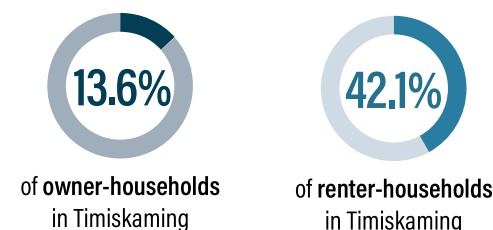
Source: Statistics Canada

\* Components are not mutually exclusive, and will not add up to 100%. 14% of Timiskaming households are in core housing need under 2+ dimensions.

### UNAFFORDABILITY FOR RENTERS & OWNERS

In 2016, housing for 42.1% of renters and 13.6% of owners in Timiskaming was unaffordable, based on a shelter-cost-to-income ratio (STIR) of 30%.

Percent of households with unaffordable housing (2016)



Source: Statistics Canada

## HOMELESSNESS

Homelessness in Timiskaming is extremely difficult to accurately quantify. The numbers help paint a partial picture, but excludes many individuals that do not access social services (those living "under the radar": couch surfing, sleeping in cars, camping, etc.).

### Community Homelessness Prevention Initiative District of Timiskaming Social Services Administration Board (DTSSAB)

Between January and February 2018, DTSSAB assisted **82 households** in emergency.

**43** HOUSEHOLDS WERE HOMELESS AND REHOUSED BY DTSSAB

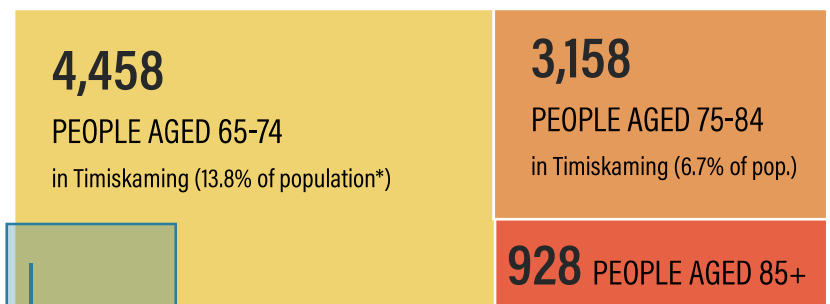
**39** HOUSEHOLDS WERE AT RISK OF BECOMING HOMELESS UNLESS ASSISTANCE WAS GIVEN

Source: DTSSAB

Please note: Homelessness and housing insecurity is a large and complex topic. With help from Living Space, we've compiled a list of resources that can help you learn more. [temiskamingfoundation.ca/housing](http://temiskamingfoundation.ca/housing)

## SENIOR HOUSING

Senior housing encompasses a wide age range and captures individuals with very different housing needs. Please keep in mind that the data below only shows a partial picture of senior housing in the community, and does not reflect the wide spectrum of needs and preferences of our local senior housing market as a whole.



This shaded area represents the

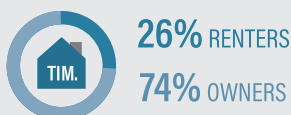
**452** PERSON CAPACITY at the 6 licensed Long-Term Care (LTC) and Retirement Homes in Timiskaming (approx.)\*\*

Source: Statistics Canada (CDP)  
\* Population estimates, 2020

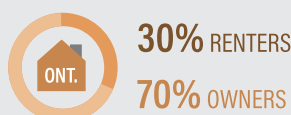
Sources: Ministry of Health and Long Term Care, RHRA

\*\* Please see the appendix (page 50) for locations

### TIMISKAMING HOUSEHOLDS (2016)



### ONTARIO HOUSEHOLDS (2016)



Source: Statistics Canada

## HOME CONSTRUCTIONS

**26** NEW INTENDED RESIDENTIAL BUILDING CONSTRUCTIONS IN 2020



Total estimated value of: **\$8,021,000**

Source: Statistics Canada (CDP)



PHOTO BY BROCK MACDONALD



# STANDARD OF LIVING

## SURVEY GRADE

B-

## COMMUNITY STORY:

Food banks work at the local level to advance Sustainable Development Goal #2 (Zero Hunger) by providing support for families in need. In 2007, understanding the important role of food banks in our community, a group came together with a common vision of providing a long-term solution to food bank funding shortages. Their fundraising efforts culminated in the creation of the Food Forever Fund, an endowment fund at the Temiskaming Foundation

dedicated to providing ongoing financial support to local food banks. The fund donates to five local food banks every year, and will continue to do so forever.

The goal of the Food Forever Fund resonated with many in our community. In 2008, Ms. Monique Comeau joined the fund. She felt that her contribution would be one way for her to give back to the community. The George James (Jim) Ward Fund joined in 2009, established by Jack Ward & Daisy Edwards in memory of their brother. Several other funds also give to local food banks, including two funds established by Mr. Rheal Gelinas and his family, the Willie & Marie Gelinas and Norman Gelinas Funds.

This is just one of many ways to support local food banks. For more information, visit [temiskamingfoundation.ca/vitalsigns](http://temiskamingfoundation.ca/vitalsigns)

## SURVEY RESULTS

**64%** of respondents said they were **comfortable with their current financial situation.**

YES ..... **64%**  
SOMEWHAT ..... **25%**  
NO ..... **11%**

**77%** of respondents said they **could access and afford nutritious food** for their family.

YES ..... **77%**  
SOMEWHAT ..... **20%**  
NO ..... **3%**

## LOCAL FOOD BANKS

### COBALT, COLEMAN, LATCHFORD & AREA (CCL)

The CCL Food Bank had 1035 visits in 2019, serving a total of 234 people. Out of the 234 people who used the food bank, 38% were children and youth.



Source: Cobalt, Coleman, Latchford & Area Food Bank

### ENGLEHART & AREA



In 2019, the Englehart & Area Food Bank had 1495 visits.

Source: Englehart & Area Food Bank

### THE SALVATION ARMY (KIRKLAND LAKE)



The Salvation Army Kirkland Lake distributed 179 Christmas hampers in 2019. 40 of these hampers were for medium-sized families (1-3 people) and 29 were for large families (3+ people).

Source: The Salvation Army (Kirkland Lake) Food Bank

"What we are learning now, since Jan 2021 is the need is much greater and we are seeing new users of the food bank."  
- Brandon Keeping, Salvation Army New Liskeard

Source: The Salvation Army (New Liskeard) Food Bank

## FOOD INSECURITY

### WHAT IS FOOD INSECURITY?

Food insecurity is when people or families do not have enough money or resources to reliably access the variety or amount of food they need.



ABOUT 1/10 FAMILIES IN TIMISKAMING LIVE WITH FOOD INSECURITY.

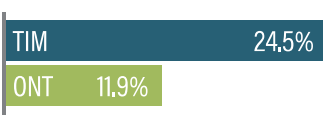
Source: Timiskaming Health Unit

For households with children aged 4-17, the proportion of food insecure households in Timiskaming was 24.5% (2017/2018). Ontario: 11.9%

NEARLY 1/4 HOUSEHOLDS WITH CHILDREN AGES 4-17 EXPERIENCED FOOD INSECURITY.



THIS IS MORE THAN DOUBLE ONTARIO'S RATE.



Source: Statistics Canada

"Food banks provide an immediate, emergency response to people and families that are unable to afford sufficient food. While food banks are not a solution to food insecurity, they work tirelessly to provide nutritious food support and programming that helps to alleviate hunger and increase access to income."  
- Feed Ontario, Hunger Report 2020

To learn more about food insecurity in Timiskaming and how you can help, visit: [timiskaminghu.com/444/food-insecurity](http://timiskaminghu.com/444/food-insecurity)

## COST OF HEALTHY FOOD

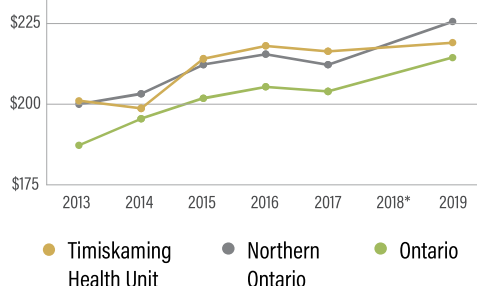
The Nutritious Food Basket (NFB) measures the local cost of healthy eating. It's completed every year by Ontario public health units and represents how much a family has to spend to buy a selection of healthy food items. In 2019, the cost of food in Timiskaming (Health Region) for a family of 4 was \$950/month (\$219.27/week).

### COST OF HEALTHY FOOD IN TIMISKAMING (2019)

**\$219/WEEK**



### Nutritious Food Basket (NFB) weekly cost, family of 4



\* NFB was not conducted in 2018

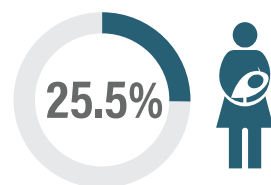
Source: Timiskaming Health Unit

### Interpretation Note: Measuring Low Income

There are several different ways to measure low income. We've included numbers from the Market Basket Measure (MBM) and the After-Tax Low Income Measure (LIM-AT) below. Please see page 50 for more information on the two measures.

## LONE-PARENT FAMILIES IN LOW-INCOME

In 2016, 25.5% of lone-parent economic families in Timiskaming were in low income based on the Market Basket Measure (MBM). (Ontario: 26.2%, Canada: 25.2%)



Source: Statistics Canada

## CHILDREN IN LOW INCOME

In 2016, 20.3% of Timiskaming children and youth (ages 0-17) were in low-income (LIM-AT). (Ontario: 18.4%, Canada: 17.0%)

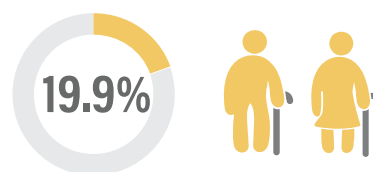


Source: Statistics Canada

The prevalence of low-income was even higher for young children ages 0-5 in Timiskaming (23.0%). (Ontario: 19.8%, Canada: 17.8%)

## SENIORS IN LOW INCOME

In 2016, 19.9% of Timiskaming seniors (ages 65+) were in low-income (LIM-AT). This is higher than Ontario (12.0%) and Canada (14.5%).



Source: Statistics Canada



PHOTO BY SUE NIELSEN

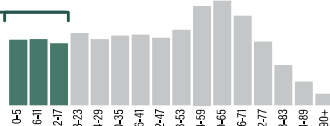
# FAMILIES

## CHILDREN AND YOUTH

There are 6110 children and youth (age 0-17) in the Timiskaming District (2020 estimate), making up 18% of the population.



18%



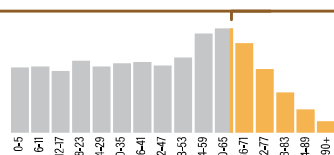
Source: Statistics Canada (CDP)

## SENIORS

There are 7716 people ages 65+ in the Timiskaming District (2020 estimate), making up 23% of the population.



23%

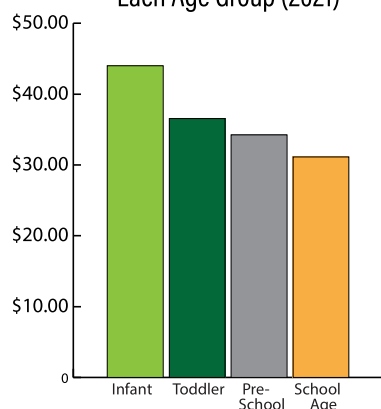


Source: Statistics Canada (CDP)

## CHILD CARE

**17** LICENSED CHILD CARE CENTRES **18** LICENSED HOME CHILD CARE PROVIDERS\*

Average Cost of Child Care Per Day for Each Age Group (2021)



\* As of August 2021

Source: District of Timiskaming Social Services Administration Board

## KUNUWANIMANO CHILD AND FAMILY SERVICES



Kunuwanimano Child and Family Services works collaboratively with First Nations community members across Northeastern Ontario. They provide child and family services that are holistically and bi-culturally appropriate. Kunumanimano's catchment area includes two First Nations communities in Timiskaming: Beaverhouse First Nations and Matachewan First Nations.

Source: Kunuwanimano Child and Family Services

## NORTHEASTERN FAMILY AND CHILDREN'S SERVICES

North Eastern Ontario Family and Children's Services (NEOFACS) is a non-profit charitable organization, serving the Districts of Timiskaming and Cochrane. They provide a variety of programs and services that promote the well-being and safety of children, youth and families in our community.

Source: North Eastern Ontario Family and Children's Services

NEOFACS provided child/youth mental health services to:

**692** people in the Timiskaming District (2019/2020).

## HOME CARE

Home care services help people of all ages with health care needs to independently live in their community.

### MEDIAN HOME CARE WAIT TIMES\*

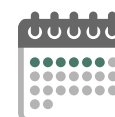
**2 DAYS**



for patients waiting in a hospital

Ontario: 1 day

**6 DAYS**



for patients waiting at home

Ontario: 6 days

**74%**

74% of home care patients in the North East region **strongly agreed** that their case manager helped them get the services they need. (Ontario: 72.8%)

\* Median number of days new patients (19+) waited to receive publicly-funded home care

Source: Health Quality Ontario

PHOTO BY PAUL GORDON

# SPORTS & RECREATION

## ACTIVITY LEVELS

**42.8%**  
OF ADULTS



42.8% of adults (18+) in Timiskaming participate in 150 minutes or more of physical activity per week.

(Ontario: 54.9%)\*

**71.6%**  
OF YOUTH



Youth 12-17 reporting Physical activity averaging 60 minutes per day: 71.6%.

(Ontario: 57.7%)\*\*

Source: Statistics Canada

\* The rate for Timiskaming adults is statistically different from Ontario (lower)  
\*\* The rate for Timiskaming youth is **not statistically different** from Ontario.

## DID YOU KNOW?



The United Nations Convention on the Rights of the Child defines play as a right of every child. Outdoor play is strongly encouraged by health and government officials as it has many health, social, cognitive, and emotional benefits. Sometimes parents/guardians/caretakers are worried about the potential risks associated with outdoor play as the environment can be variable and changing. However, children need appropriate levels of risk to learn, set boundaries for themselves and others, and feel challenged. Active play in nature is essential for healthy child development!

Source: Outdoor Play Canada

## GET OUT AND GET ACTIVE WITH COBALT YOUTH REC

Get Out and Get Active with Cobalt Youth Rec is a program sponsored by the Town of Cobalt with the help of the RBC Future Launch Community Challenge grant. The youth program set up activities such as geocaching, jujitsu and an outdoor skating loop in Teck Park in Cobalt.



## HILLIARDTON MARSH: FOUR SEASONS YOUTH NATURE AND ACTIVITY TRAIL

The Four Seasons Youth Nature and Activity Trail project at the Hilliardton Marsh was also awarded a grant from RBC Future Launch. The trail will offer a self-guided tour for visitors to get active outdoors and learn more about the wetlands and species that inhabit them. The RBC Future Launch grant was administered and distributed through The Temiskaming Foundation.

## CHALLENGES TO RECREATION

The City of Temiskaming Shores conducted a community survey in 2020 to help them develop their Recreation Master Plan. There were 363 survey participants which included individuals from surrounding municipalities.

**When asked about the challenges for community members in terms of recreation, the top challenges were:**

1. Cost
2. Communication/ awareness of programs/facilities
3. Location- need of a larger spread of facilities
4. Lack of time
5. Inadequate programming

Source: City of Temiskaming Shores



# TEMISKAMING VOICES

As part of this Vital Signs® report, we've included this section titled "Temiskaming Voices" to capture the "voice" of our community through one-on-one interviews. This section features conversations we had with Temiskaming residents who shared their experiences and thoughts on our community- what we're doing well, and what we could do to improve.



## NADIA PELLETIER-LAVIGNE

Nadia grew up in the Eastern Townships (QC) and started to spend time in the area as a teenager while attending Northwaters, a canoe tripping camp on Lake Temagami. That is where she learned to speak English, fell in love with the land, became acquainted with some Indigenous traditions and experienced a strong sense of community that would stay with her to this day.

Eventually, Nadia left her job in Montreal and moved to Northern Ontario full time to open a dogsledding company. In 2000, she started working at Centre de santé communautaire du Témiskaming where she has enjoyed a long career in community health. In her spare time Nadia enjoys gardening, reading, outdoor activities, chatting with family and friends, and relaxing in a hammock looking at Lake Temiskaming.

### What is Temiskaming doing well?

NADIA: Nature is beautiful in and around the region and there are many ways to enjoy it, including canoeing, hiking, swimming, biking, cross-country skiing, and snowshoeing. These are small communities where people know each other, they are neighbourly, they help each other and get involved. There is a richness of diversity with the proximity of three cultures: Anglophone, Francophone and First Nations.

### What do you think our community could improve on?

NADIA: We must encourage more active transportation. More people and visitors of all ages would choose walking and cycling, for example, but currently most of the region's streets and roads are geared towards motorized travel. Vehicles move too quickly, and pass too close to other users, making walking and cycling riskier and therefore less enjoyable. It is a vicious cycle. This phenomenon is a common community problem and there are many possible solutions that could be explored and put forward in our communities.

We need a process to facilitate welcoming new residents: it's not easy to integrate into a new community. It would be nice to have a way to meet newcomers in order to welcome them, get to know each other, promote connections with others who have similar interests and introduce them to local services and groups that might be of interest to them.

It is important to protect nature and manage green spaces. In a region like ours, it is easy to take green space for granted. Yet, we see waste, damaged trails, trees cut in areas that are not permitted, and the pollution of lakes and rivers that must be addressed if future generations are to enjoy their environment the same way we have.

### Is there anything you would like to share with our community?

NADIA: If we create opportunities for engagement that value the voices of people who are generally excluded, this will have a positive impact on the entire community.

*[Translated from French]*

# TINA ETHIER-NICHOL

Tina has been a resident of Haileybury for 41 years. She is a Métis woman and one of the founding members of the Temiskaming Métis Community Council. Tina has been a member of the council for over 20 years and continues to serve on it today.

## What do you think Temiskaming is doing well?

TINA: Temiskaming has embraced its various cultures of people, each of which has brought something unique to the community. From the French community bringing Village Noël to our area, to massive fundraising efforts to preserve our way of life here, to the Four beautiful Indigenous communities which encompass us: Temagami First Nation, Matachewan First Nation, Timiskaming First Nation and Beaverhouse First Nation. Throughout history, Temiskaming has been the "stop over" location for many settlers and visitors. Our municipalities show great respect when working to preserve our local history for generations to come. It also has this sense of personal belonging. When you take a walk along the boardwalk in New Liskeard, walk around downtown Haileybury, or hike through the trails in Elk Lake, everyone seems to know each other - like long lost friends meeting up for the first time in a long while.

## What do you think our community needs to work on?

TINA: Temiskaming definitely does well with welcoming, gathering and attracting individuals, but it is highly lacking economic development. Many former business owners have applied for franchise businesses only to be told that because their particular choice is available in North Bay or Timmins, that they do not qualify for that franchise. This shoves a barrier in front of any potential developments for our community. There are also vital services that work this way. We have to wait months to see a psychologist from Timmins or North Bay and there is none available in the area. Shopping is another example; our shopping malls do not support the current population, so residents are going to Timmins, North Bay and Sudbury to do their shopping. It would be nice if we could capture this economic development again instead of focusing so much on our natural resources.

Overall, I think we need to work on promoting business, bringing in the economy, stop focusing on the big assets (arenas, complexes, splash pads, bike baths, skate parks etc.) and focus on maintaining roads, affordable housing for all ages, and a resource centre that is open early until late hours so residents can get support before or after their work. There are so many little things that can be done to support the needs of Temiskaming. However, every community has its challenges and Temiskaming has always come out on top. This community has so much to offer. It is evident every time you drive through it how lucky we truly are to have such a beautiful place to live.

## Are there any stories/information you would like to share with our community?

TINA: Temiskaming has lots of history. For example, in 1863 la mission des Oblats [the Mission Oblates of Mary Immaculate] was established next to Fort Témiscamingue. Fort Témiscamingue was built around 1679 - originally on an island approximately 20 km from its current location and was destroyed in 1688. In 1686 Pierre Chevalier De Troyes stopped over at the Fort on expedition to take over Fort James Bay which was being occupied by the Hudson's Bay Company. There also used to be a "packet run" through the Hudson Bay Company, which was a system where goods and mail were delivered to Fort Temiskaming via canoe. There were two mail runs per year and the canoes could hold up to two tonnes! [Editor's note: For more information about the "packet run" in Temiskaming, please consult the book *Turn of the Century* (1992) by Dave McLaren]. The Oblate Missionary files of Fort Old Mission should also be referenced when trying to capture the spirit of Temiskaming. The Old Mission was the beginning for many who crossed over from Quebec to start a life in Ontario. There were also major discoveries in our area: archaeological digs happened at both the Old Mission and Mill Creek and unfortunately, they are never shown at the forefront of community gatherings. We should also be preserving the stories of our people through books and other resources that can be shared with the community.



Mill Creek, Temiskaming Shores

Photo courtesy of Brock MacDonald





# MELISSA LA PORTE

Melissa was born and raised in Haileybury. She lived in Southern Ontario for 10 years while attending post-secondary school. After finishing her Master's degrees at Brock University and another at the University of Guelph, she started a PhD at Queen's University but felt like home was calling her back.

Melissa and her husband James moved back to Temiskaming Shores in 2014 'just as a 5-year plan' and she started volunteering at the Temiskaming Art Gallery. However, as they approach their 7th year living here, it's clear to them that they won't be going anywhere.

Melissa and James love getting out in the bush with their three girls and dogs, curling at the Haileybury Curling Club and swimming in Lake Temiskaming. Melissa is very passionate about her work with the Temiskaming Art Gallery and the Open Studio Libre and is proud and excited for all the things we can achieve as a community.

## What do you think Temiskaming is doing well?

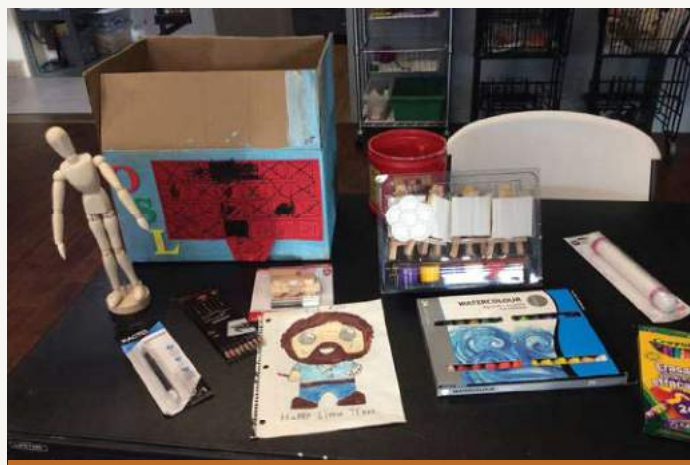
MELISSA: There has been an upswing in collaboration between community organizations which is great. We're finding more opportunities to work with other groups in the community. This grows the network of people you can reach through projects and what you can bring to it through sharing resources. People are also increasingly seeing the importance of arts and culture for mental health and sense of community. I think in terms of COVID, Northern Ontario, specifically Temiskaming Shores, has done well because they have a "let's just get through it" kind of attitude. We are so used to having to adapt.

## What do you think our community could improve on?

MELISSA: Even though people are turning to arts and culture more and are considering their mental health more, there can always be some improvements there. When COVID is done, and people can go back to playing hockey, going on travel teams and similar activities, please keep promoting arts and culture. Not to displace those things, but to make a balanced life for our kids. I think it's important to promote a broad worldview too. Being able to speak more than one language, experiencing the customs, rituals, and food of other cultures - these are so important in living a full life and creating a vibrant community.

## Are there any stories/information you would like to share with our community?

MELISSA: One family did a reverse advent calendar for us over Christmas (even though we weren't open)- where instead of getting something for 24 days, they gave something. They put art supplies in a box each day and when we did reopen in January, they brought this big box of art supplies and the kids had decorated it. It was fabulous and just shows you that people were at home thinking of us and thinking about what the Open Studio Libre meant to their family.



The "reverse advent calendar" box donated to Open Studio Libre.

*Photo courtesy of Melissa La Porte*



# EMILY POTTER

Emily grew up on a beef farm in the Earleton area. She received her Bachelor of Science in Agriculture from the University of Guelph in 2018.

During her time at school, her passion for agriculture in Northern Ontario led her to organizing events to promote farming in the North. After graduating, Emily returned to Temiskaming to continue her work supporting agriculture across Northern Ontario as the Executive Director of the Northern Ontario Farm Innovation Alliance (NOFIA).

Her favourite thing to do in Temiskaming is getting ice cream at Thornloe Cheese and driving around the back roads. She also likes to spend time at the many hiking trails and lakes in our area.

## What would you like our community to know about agriculture and NOFIA?

EMILY: I would like them to know that at NOFIA our number one goal is to support the farmers that are here and promote Northern Ontario as a place to expand agriculture. I'd like them to know that we are here to support. In terms of agriculture in Temiskaming, farms here are constantly coming up with new and innovative ways to produce food, protect the environment, and be efficient. Trust your farmers and trust the process that they are using to creating healthy and safe food for you to consume.

## What community initiatives implemented by NOFIA are working well to promote involvement in agriculture?

EMILY: We host an event called "A Day in Farm Country" where local farms open up to the public for a day and participants can do a self-guided tour to learn about agriculture in our area. We also did a project called "Northeast Bites" where we created recipe cards using products from smaller, local producers. We also helped them with creating marketing materials and setting up booths at local food festivals to help them promote their products.

## What do you think is the biggest challenge for the agriculture industry in our area?

EMILY: While there is a great deal of support for agriculture and many funding opportunities here in Temiskaming, there is still a lack of infrastructure here. For example, we lack infrastructure for processing and value-added agricultural products. Another challenge is the distance to markets and the logistics behind that. At NOFIA we have been exploring the possibility to develop a rail siding facility to ship grain by rail from Northern Ontario to markets in Southern Ontario. Additionally, there are many large- and small-scale farms here, but no medium scale farms. There are small scale niche markets that don't require a lot of land, but most of it is large scale cash crop farms. This can make it challenging for newer farmers to come in and get started because there are not a lot of medium-sized farms available and larger farms require more capital investment to get started. Combining the lack of medium-sized farms with the increasing price of land, it can be really difficult to find farmland for sale here in Temiskaming.

## How can we work as a community to support our agriculture industry?

EMILY: The community can support agriculture by buying local. Also, by continuing to advocate and provide funding opportunities for not only infrastructure and capital investments, but also business planning and marketing. These funding streams are key for younger and newer farmers looking to move here and farm.



Photo by Kiara Kidd,  
Timiskaming District  
Secondary School student





# CAMERON LAMOTHE

Cameron has lived in Temiskaming Shores for 14 years, in addition to brief periods of time in other Ontario communities, and has really come to enjoy it here as a young adult.

He is grateful for the opportunity he has had to work with the Temiskaming Art Gallery on the development of Open Studio Libre, their community art studio, and wishes them well on their future endeavours.

Cameron loves all the outdoor activities available in Temiskaming, our fantastic restaurants, community events, and the good nature of the people here. His favourite thing to do in Temiskaming is to hike our wonderful nature trails!

## What do you think is the biggest challenge for the arts community in our area?

CAMERON: Funding is a challenge for sure, not only here but also across Ontario. Bigger city centres may have more concentrated funding, but they still struggle just as much because they have so many more people involved. Another challenge is that we are a little removed from larger centers so people aren't necessarily exposed to the arts the same way those in a city would be. I think part of the solution is to keep bringing new and varied programming to the North, in order to give people the opportunity to learn what is beyond our community. Transportation is also a challenge here. Because we are so spread out geographically, it can be challenging for people in the extremities of our region to access programming. The arts are so very important, but a lot of people don't have the opportunity to engage with it. It's important to remember that creativity isn't just one thing- it can be dancing, cooking, or anything else!

## What would you like Temiskaming's arts community to look like 10 years from now?

CAMERON: I expect it to be vibrant and growing. The number of artists that live here is quite surprising, many just keep to themselves. I would be really interested to see more platforms like Open Studio Libre that promote local artists and create opportunity for new people to discover art. I would also like to see a positive increase in the amount of adolescent and younger artists in the area.

## What would you say to someone who was from this area who would like to pursue arts?

CAMERON: The arts are a career path that ebbs and flows, requires serious focus and attention, but is not without opportunities to be playful and enjoy the twists and turns. Certainly, it takes a lot of dedication. I would encourage people in this region to take the opportunity to explore other places and come back. While this community is really great, the world is so diverse and so big that it

is important to gain perspective and then bring that back to your own community and see how you can incorporate it and create a positive impact. We need people who are brave enough to venture beyond our community but are kind enough to bring that knowledge back.

Additionally, you may receive negativity for pursuing the arts. The issue is that people expect art to be a linear thing, but it's not. It is important to be open to whatever comes your way. A lot of people listen to their figures of guidance in their life and are told what to do and how to do it. I think the arts are good for people who want to push that. It is a good way to liberate yourself and give yourself the tools to think independently and critically. It is important to be constructively critical of yourself and your work and to be aware of your strengths and play to those. It's really just about being open. It is hard to have a full expectation on how things are going to go, but that's what keeps it interesting and makes it worthwhile.



Photo by  
Olivia Beland,  
student at  
Timiskaming  
District  
Secondary  
School



# TRISTAN NICHOL

Tristan has lived in Kenabec, Ontario his entire life. He received his undergraduate degree in Environmental Sciences and Business Administration at Trent University. He has worked for many local businesses, including Nor Arc, Grant Farms, Pedersens, LEA Consulting, and Alamos Gold. Tristan is currently an Indigenous Student Advisor for DSBONE (District School Board Ontario North East).

Throughout his childhood, Tristan and his family often spent time hunting, fishing, connecting to their roots and traditional land living, as well as focusing on remaining a strong family.

His favourite things to do in Temiskaming are hiking, trail biking, golf, swimming at the beaches or pools, fishing, hunting, and he enjoys frequenting local niche businesses such as L'Autochtone, WhiskeyJack Brewery, Tap That Bar and Kitchen, and Dida's.

## What do you think Temiskaming is doing well?

TRISTAN: I think Temiskaming does well in terms of how they've adapted to the COVID-19 pandemic. I'm impressed with the community awareness of it and everybody doing their part, for the most part. Aside from that, I also believe that Temiskaming is doing well in bringing in small businesses as well as turning their businesses over to younger generations. Some examples can be seen in Haileybury. These small niche businesses are a great thing for the economy here.

## What do you think we could be improving on?

TRISTAN: I think our community could benefit from more access to education on mental wellness, mental health, and overall personal well-being. Not only that, but more housing, especially for men and support for men. We are becoming increasingly aware that mental stigma in men is a large issue. It's no longer the case to toughen up and move on. You've got to get in touch with your feelings or you're going to breakdown further down the road. On top of that, I believe that more support for Indigenous integration into the area could be improved on. There are resources out there, but not everyone knows what and where to find those resources. There are more opportunities for support now than in the past, but I feel like that is something that can always be worked on.

## Is there a story or some information that you would like to share with our community?

TRISTAN: That is a harder one. It's not something I find easy to talk about in detail, but my family has had a history with drug abuse. I want to mention it because this is definitely something other families in the area are going through and it isn't often talked about. Addiction is a mental illness, and it gets to a point where it really isn't a choice anymore; that choice was made long ago, and you're left with the consequences of that action. One thing to take away from my experience is that there was an immense amount of support on all ends, especially from family, when it came to my father taking care of 3 children. Without this support, my siblings and I don't know where we would be today. I can't imagine what others go through without the amount of support we were lucky to receive through the large family we have.



Photo by Dusty Phippen,  
student at Timiskaming District  
Secondary School





## PEGGY MORIN

Peggy was born in Cobalt, raised in Haileybury and has lived in Earlton for 18 years and counting. She has also lived in a few different areas: Ottawa, Toronto and Azilda. She is a teacher, coordinator, and business owner.

Peggy is proud to have been part of many different initiatives, projects, and events in this area, especially the 2009 International Plowing Match and the Festival des Folies Franco-Fun.

Her children grew up in this area and participated in various activities and sports: hockey, baseball, soccer, training camps, swimming, and playing outdoors in a safe community.

Peggy's favourite things to do in Temiskaming are walking, relaxing in her backyard, and volunteering and collaborating with others on worthy causes.

### From your perspective, what do you think Temiskaming is doing well?

PEGGY: We have great community involvement. People care and feel that they are part of the community. Our community is also generous when it comes to donations. Community partners work together to find solutions for at-risk people in our area. What makes Temiskaming unique is its people. Everywhere we go, we see friendly faces; people who are polite and welcoming. There are also so many beautiful spots to visit (even during a pandemic): Devil's Rock, lakes, beaches, downtown Haileybury and New Liskeard. I also enjoy the diversity in our communities: Anglophones, Francophones, Métis and First Nations.

### What do you think we could be improving on?

PEGGY: I would love to see a bus, train, or community van from Earlton to Temiskaming Shores. So many seniors don't drive, so it would really help with mobility barriers. This would also benefit teenagers from Earlton who don't have vehicles or can't drive yet as it would allow them to gain employment or participate in activities outside of Earlton. I would like to see more support/programs for people who suffer from mental illness, poverty, or food insecurity (including those who support them). It would be great to see better Internet speeds in our district. Our Internet is so slow compared to other regions! More businesses would be inclined to move to the area if we had faster Internet speeds and more cellular towers. The road maintenance in our community could also use improvement.



Photo by  
Paul Gordon



# JESSICA KNOTT

Jessica was born and raised in New Liskeard. Jessica attended high school at ESCSM and had the time of her life participating in student council and the musical band Spectacle Apollo. She moved to Sudbury to attend Laurentian University and became a French primary school teacher. She moved back to our area (which she had missed dearly), married her high school sweetheart, and taught grade 7 for 5 years at l'École publique des Navigateurs.

When Jessica had her first child, she had difficulty returning to work and knew that she had to put her career on hold. Jessica became a stay-at-home mom, where to this day, she continues to be to her three wonderfully fierce daughters.

One of Jessica's favourite things to do in Temiskaming Shores is biking the STATO trail. She also enjoys taking her girls to the Temiskaming Shores Beach and mini putt park. Her family enjoys camping at The Old Mission Resort in the summer. She feels very fortunate to come from Temiskaming Shores and is happy to be raising her family here.

## What are some of the strengths of our community?

JESSICA: As a stay-at-home mom for five years now, I can say with confidence that we have a number of exceptional programs and services for children and parents and caregivers in our community. The EarlyON Child and Family Centre, Keepers of the Circle and the Centre de santé communautaire du Témiskaming all offer relevant activities. There have certainly been a number of changes with all the uncertainties we have experienced over the past year. However, the professionals at the centres have always done their best to accommodate us by offering diverse programming online and in person.

## ABOUT: EarlyON Child & Family Centres

EarlyON Child and Family Centres offer free, high-quality programs for families and children from birth to 6 years old. They're welcoming places that offer a range of services and resources. Families can join fun activities (such as reading, storytelling, sing-alongs and games), get advice from professionals trained in early childhood development, find out about other family services in your community, and connect with other families with young children.

We have many EarlyON / ON y va centres in our community:

Virginiatown EarlyON, Kirkland Lake EarlyON, Keepers of the Circle (Kirkland Lake and New Liskeard), Englehart EarlyON, Centre de santé communautaire du Témiskaming (Earlton and New Liskeard), Haileybury EarlyON, and EarlyON Temagami.

There are other assets that make our community a warm and positive place. I have had the opportunity to explore these beauties with my family, Riverside Farmer's Market, parks and playgrounds, Pete's Dam, Devil's Rock, various beaches, Waterfront Pool & Fitness Centre, various soccer and ball fields, The Old Mission Resort and the STATO Trail. We are looking forward to exploring the Rotary Splash Pad.

I think we're very fortunate to have such a wide variety of local businesses in our community, especially in terms of restaurant choices.

## In what ways do you think we could improve the quality of life in our community?

JESSICA: I think the community is putting a lot of effort into maintaining physical activity among our young teens with various team sports and the success of the Carter Antila Memorial Skatepark. It is a pleasure to see so many participants.

I think our teenagers would benefit from more choices in artistic activities. Open Studio Libre, for example, is a new centre that I hope to see flourish and develop in the coming years. Maybe add a kind of open-mic coffee event.

## Is there a specific topic or fact you would like to share with the community?

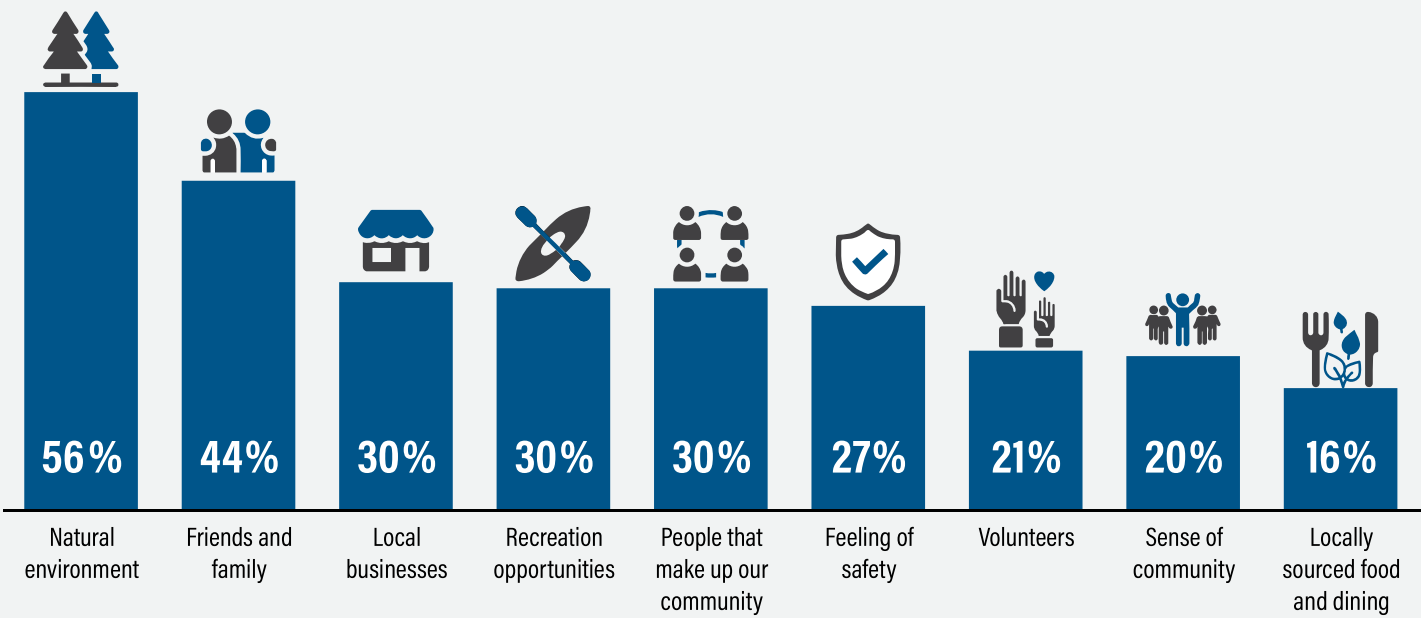
JESSICA: I am very proud to say that I belong to the Temiskaming community and I hope that one day my children will be able to say that they feel the same way. What a beauty... It's a privilege to live here!

*[Translated from French]*



# COMMUNITY SURVEY

## BEST THINGS



## COMMENTS



"I appreciate the pool and fitness centre snowshoe loan system - this is amazing for reducing barriers and encouraging families to try winter activities."



"Kirkland Lake has a great base of community minded volunteers who put on excellent quality festivals and entertainment for the people of Kirkland Lake."



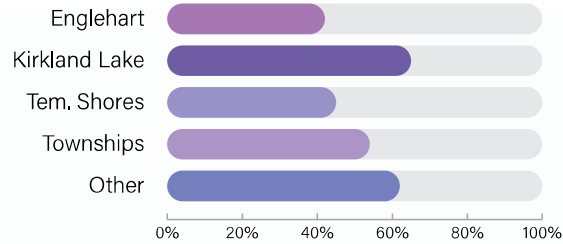
"Retired people really appreciate Centre d'éducation des adultes." [Translated from French]



"We have a wonderful land to explore."

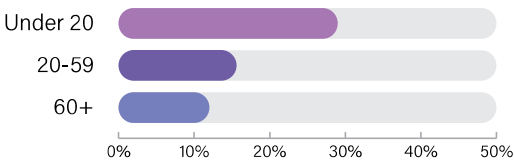
## 65.1%

of respondents in Kirkland Lake selected natural environment as one of our community's best things.

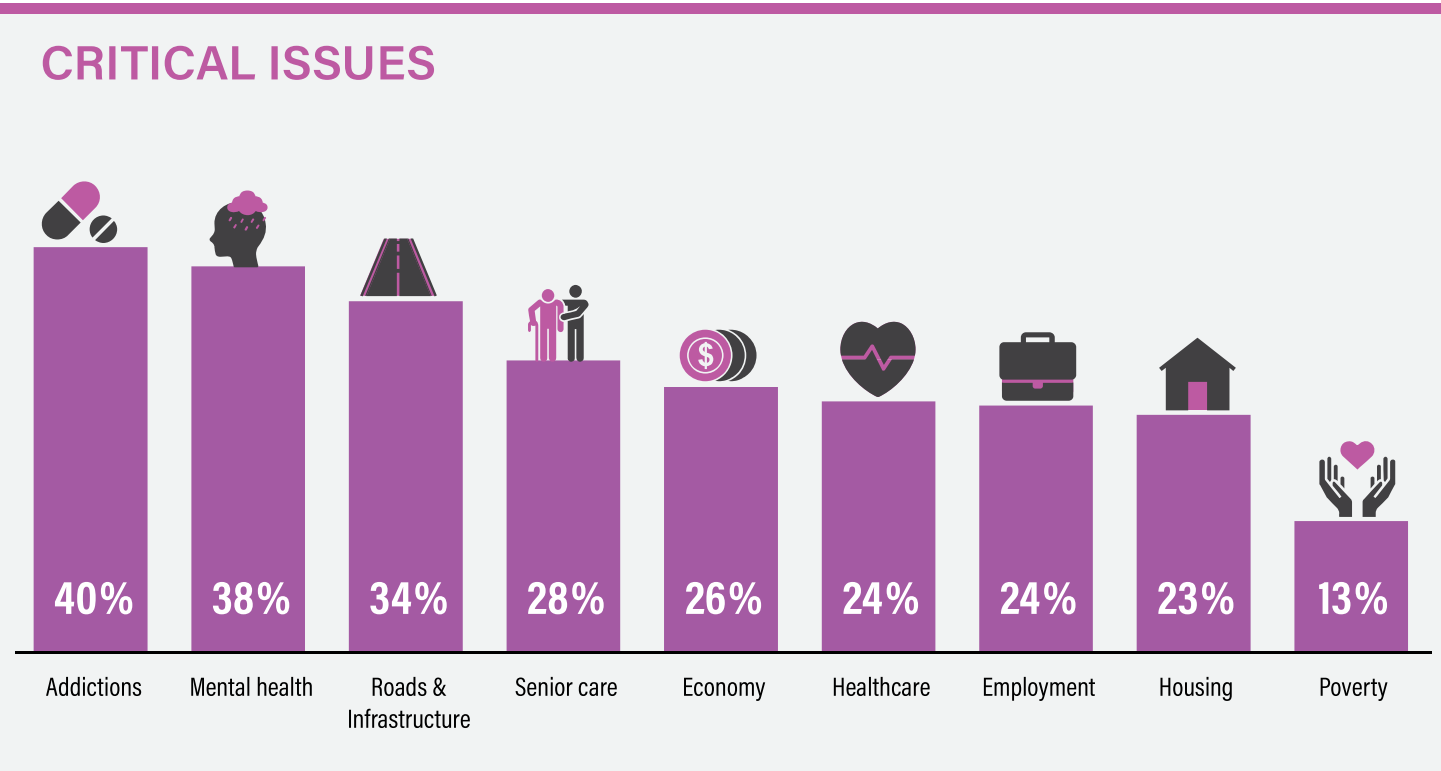


## 29.1%

of respondents under 20 years old selected locally-sourced food and dining as one of our community's best things.



In our Vital Signs® community survey, we asked respondents what they thought were the best things, and most critical issues in our community. Below are the top 9 responses for both questions based on the percentage of respondents who selected them.

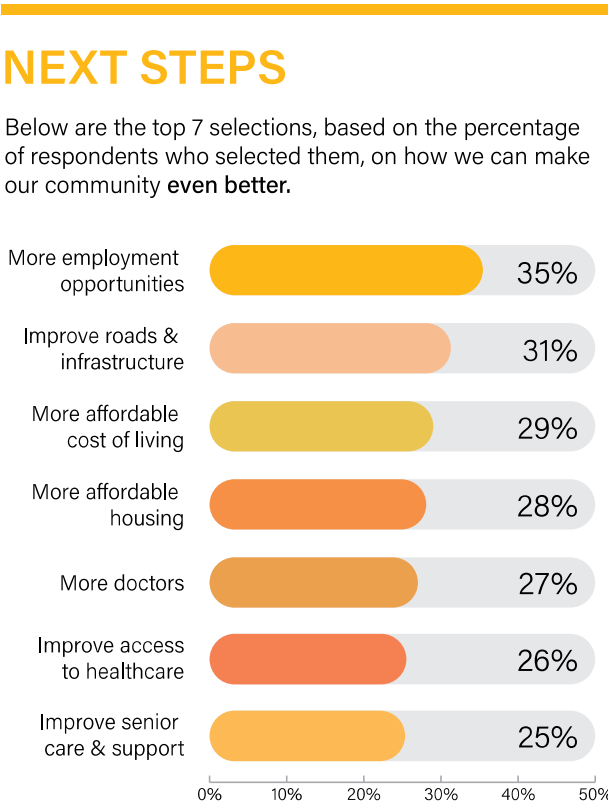


### COMMENTS

"Homelessness in our area is rising... I had to put many, many, people over the years onto a bus and send out of area to access an overnight bed. Our community needs to really start helping its residents with basic human needs and reduce the stigma."

"... We need to be a welcoming community to newcomers whether Canadians or immigrants. We need to have a better stock of rental housing so that people who wish to come and try out the community can do so."

"More options for mental health and wellness care would be great. It's next to impossible to speak with a counsellor or therapist let alone find treatment for mental health issues."



# APPENDIX

We've included below additional information about some of the indicators in this report. More information about the indicators used, their limitations and implications (as well as indicators that we didn't have room to include) can be found on our website at [temiskamingfoundation.ca/vitalsigns](http://temiskamingfoundation.ca/vitalsigns).

## MEASURING LOW-INCOME

### Market Basket Measure (MBM)

MBM considers low-income as households that have a disposable income less than the cost of a specific "basket" of goods and services that represent a modest, basic standard of living. The "basket" includes food, clothing, transportation, shelter, and other expenses, and changes based on location and population size. The MBM also makes complex adjustments to income to better represent how much a household can spend, accounting for unavoidable costs. The MBM is used as Canada's Official Poverty Line.

### Low Income Measure (LIM)

LIM considers low income as earning substantially below the median. It uses a formula to calculate a low-income threshold based on the national income distribution, with adjustments based on the size of the family. The LIM is further broken down into before-tax (LIM-BT) and after-tax (LIM-AT) measures. LIM-AT determines low-income status based on after-tax income. This accounts for the reduced amount of income available for household spending from income taxes.

Table 1:  
After-Tax Low Income Thresholds (LIM-AT)

	2019	2018
1 person	\$24,654	\$25,153
2 persons	\$34,867	\$35,572
3 persons	\$42,702	\$43,566
4 persons	\$49,309	\$50,306
5 persons	\$55,129	\$56,244
6 persons	\$60,391	\$61,612
7 persons	\$65,229	\$66,549

### Low Income Cut-Off (LICO)

LICO considers low income as having to spend a much larger percentage of income than the average family on essentials- food, shelter, and clothing. It uses an income



Photo: Sue Nielsen

threshold last updated in 1992 and may no longer accurately reflect its original intent. LICO is not used as a low-income indicator in this report.

### Why does this matter?

The measures view the concept of "low income" differently, often leading to different conclusions. This report uses indicators calculated by MBM and LIM (selected based on availability of data). One isn't necessarily better than the other; MBM looks at income compared to essential spending, and LIM looks at income compared to a "typical" Canadian income.

## SENIOR HOUSING: LICENSED LONG-TERM CARE AND RETIREMENT HOMES

The five licensed Long-Term Care (LTC) homes in Timiskaming are: Extencare Kirkland Lake, Extencare Tri-Town, Northview Nursing Home, Teck Pioneer Residence, Temiskaming Lodge. LTCs are licensed by the Ontario Ministry of Health and Long Term Care.

The retirement home in Timiskaming is: Northdale Manor. Retirement homes in Ontario are licensed by the Retirement Homes Regulatory Authority (RHRA).

## STATISTICAL SIGNIFICANCE

Some indicators will note that a result is "sta-

tistically significant". In very general terms, this means that the difference is unlikely to have happened because of chance. For example, the Canadian Community Health Survey found that 89% of Timiskaming seniors felt a strong sense of belonging, *statistically higher* than Ontario. This means that the difference between Timiskaming and Ontario is likely real, and not from chance (i.e., it's unlikely that Timiskaming seniors who responded *just happened* to feel a stronger sense of belonging). It doesn't suggest a specific cause or imply that a difference is particularly meaningful; just that the difference is unlikely to have happened randomly.

## MEAN & MEDIAN

Mean and median both try to summarize a dataset to represent a "typical" case.

The mean is often known as the "average" value in a dataset. It's calculated by adding up all the data points and dividing it by the number of data points. However, the mean is easily affected by a few abnormally high or low values and doesn't always represent the "typical" case.



Wewegimok Lake // Photo: Sophie Larouche

The median is the "middle" value in a dataset. If you split the dataset into two equal groups, the median is the point where half of the values are lower, and half of the values are higher. Compared to the mean, the median is not easily influenced by a few abnormally high or low values.

## COMMUNITY DATA PROGRAM

Some of the data used in this publication was obtained through the Canadian Community Economic Development Network's Community Data Program (CDP). Northern Policy Institute is the CDP lead for Northern Ontario ([northernpolicy.ca](http://northernpolicy.ca)).

For more information, please visit [temiskamingfoundation.ca/vitalsigns](http://temiskamingfoundation.ca/vitalsigns)

## SPECIAL THANKS TO:

- Cathy Beauchamp

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Jo-Anne Farmer

Kim Jackson

Laurie Wilson

Lois Kozak

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- Shawn LaCarte

Susi Johanson

**Photography:**

Brock MacDonald

Dusty Phippen

Erin Hartley

Felicity Buckell

Kiara Kidd

Lois Weston-Bernstein

Mary Graham

Olivia Beland

Paul Gordon

Sophie Larouche

Sue Nielsen



Photo: Dusty Phippen



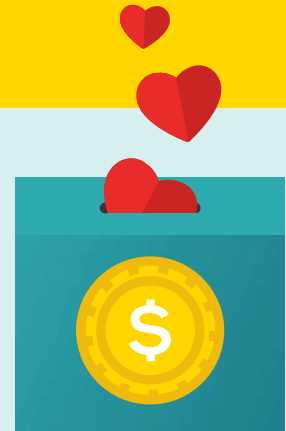
Cobalt // Photo: Sue Nielsen

# #30YearsofGiving in Canada

## Who gives, how and why?



**We give generously**  
Canadians give \$14+ billion annually to registered charities.



### New Canadians are giving more

Annual average donation by new Canadians is \$672, compared to \$509 for those born in Canada.



### Canada's 170,000 charities and nonprofits

employ two million Canadians and account for 8.1% of GDP.



### 13 million Canadians volunteer time and talents

to support charities and nonprofits and help those in need.

### Giving is up but...

Total donations have continued to rise only because those who give are giving more.

### Rising voice of women in philanthropy

Since 1985, women have steadily gained ground on men as a percentage of donors – from 36% to 41% in 2014. This trend is expected to accelerate as income equality is achieved.

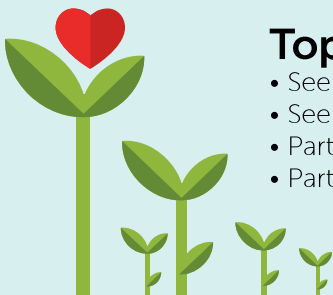


### Giving habits not being passed down

Donation rates are dropping across all age groups, particularly among younger Canadians. Donors aged 50+ account for 74% of all donations, while those 70+ make up 30%.

### Top youth experiences that motivate future giving:

- Seeing parents volunteer
- Seeing someone they admire helping others
- Participation in organized sporting events
- Participation in a student government
- Participation in a religious organization
- Door to door canvassing
- Volunteering
- Belonging to a youth group



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Rideau Hall  
Foundation

IMAGINE  
CANADA

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# THE TEMISKAMING FOUNDATION



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New Liskeard ON P0J 1P0



<https://temiskamingfoundation.ca>

February 24, 2022

**Re: Item for Discussion – Hospital Capital Funding**

At its meeting of February 23, 2022, the Council of the Corporation of the Town of Bracebridge ratified motions 22-PD-014, regarding the Item for Discussion – Hospital Capital Funding, as follows:

“WHEREAS healthcare funding is a provincial and federal responsibility;

AND WHEREAS from 2009 to 2020 a total of \$415.4 million has been transferred from municipal operations to fund and build provincial hospitals:

AND WHEREAS remaining long-term commitments to hospitals stand at \$117.5 million (as of 2020), which will also be financed from municipal operations;

AND WHEREAS a hospital is one of many public services that contributes to healthy communities;

AND WHEREAS municipal contributions to provincial hospitals takes away from the resources available for other municipal services that contribute to the health and well-being of residents;

AND WHEREAS a community’s total contribution to local hospitals also includes the donations made by benevolent individuals, groups, and businesses along with municipal contributions;

AND WHEREAS a community’s required local share is to pay 10% of capital construction costs and 100% of the cost of equipment, furniture, and fixtures, which includes medical equipment with big ticket prices: MRI machines, CT scanners, and x-ray machines;

AND WHEREAS this translates to a 70% provincial share and 30% local share (individuals, groups, businesses, and municipalities) of the overall cost of provincial hospital operations and capital projects;

AND WHEREAS the adoption of the “design-build-finance” hospital construction model (also known as alternative financing and procurement or P3 projects), has increased local share amounts because they now include the costs of long-term financing;

AND WHEREAS equipment replacement needs are increasingly frequent and increasingly expensive with average equipment lifespan of just ten years;

AND WHEREAS the Association of Municipalities of Ontario has highlighted the “local share” of hospital capital contributions as a major issue in its 2022 Pre-Budget Submission to the Standing Committee on Finance and Economic Affairs;

1000 Taylor Court  
Bracebridge, ON  
P1L 1R6 Canada



NOW THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the Town of Bracebridge calls for a provincial re-examination of the "local share" hospital capital calculation methodology, to better reflect the limited fiscal capacity of municipalities, and the contributions to health care services they already provide to a community;

AND FURTHER THAT a copy of this resolution be forwarded to the Premier of Ontario, the Minister of Finance, the Minister of Health, the Minister of Municipal Affairs and Housing, the Local Member of Provincial Parliament, the Association of Municipalities of Ontario, and all Ontario municipalities."

In accordance with Council's direction I am forwarding you a copy of the resolution for you reference.

Please do not hesitate to contact me if I can provide any additional clarification in this regard.

Yours truly,

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

Lori McDonald  
Director of Corporate Services/Clerk



## Minutes

January 17, 2022

7:00 P.M.

Virtual Meeting

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**Present:** Penny Durrant, Jeff Laferriere, Gayle McNaughton, Christine BennSuzanne Othmer , Sharren Reil, James Frank, Andre Brock

**Regrets:**

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**1.0 CALL TO ORDER:**

7:01P.M.

**2.0 ROLL CALL:**

See above

**3.0 APPROVAL OF AGENDA:**

Add OBIAA membership for 8.3 Moved by Jeff and seconded by Gayle. **Carried**

**4.0 DISCLOSURE OF PECUNIARY INTEREST OR GENERAL NATURE: None**

**5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES: November 17<sup>th</sup>, 2021**

Jeff motioned to approve the minutes, seconded by Penny. **Carried**

**6.0 COORDINATORS REPORT:**

Hashtag job description and bid proposal made and posted. I made an outline of the 5 bids for the boards consideration.

**7.0 BUSINESS FORWARD: LIGHTING CONTEST :**

The board will go ahead with this contest again next next Christmas

**7.1 HIGHWAY SIGNS INVOICE:**

No contact-carried forward to next meeting.

**7.2 HASHTAG PROJECT:**

All five bids and applications were reviewed. After a discussion, the board voted to accept the biid submitted by Chrissy Trudel by 3 to 1. Motion to hire Chrissy for the four month contract position moved by Penny and seconded by Jeff. Motion carried.

**8.0 NEW BUSINESS: BIA WEBSITE:** The board does not think it is worth our while to make and maintain a website.

**8.1 OBIAA MEMBERSHIP:**

Motion to pay for the 2022 membership moved by Penny and seconded by Gayle. Motion carried

**8.2 COVID RECOVERY PROGRAM COORDINATOR REPORT:**

Andre stated that he is one year into the two year project and updated us on his activities.

**8.3 SOCIAL MEDIA CONTRACT:**

The board discussed this as Sharren can not take on any more hours. Carried forward to next meeting

**9.0 ADJOURNMENT AND DATE OF NEXT MEETING:**

BIA adjourns at 7:45 4P.M. Moved to adjourn by Jeff. **Carried** email if any items arise. Next regular meeting will be February 28, 2022.

**EARLTON-TIMISKAMING REGIONAL  
AIRPORT AUTHORITY (ETRAA)  
MINUTES**

Thursday, November 18, 2021  
Harley Twp. Hall, Hwy. #11  
New Liskeard, ON

**Attendance:** Carman Kidd, Doug Metson, Debbie Veerman, Kerry Stewart, Barbara Beachey,  
Pauline Archambault, Karen Peckover (sitting in for Laurie Bolesworth),  
James Smith, Sheila Randell, Mitch Lafreniere (virtually)

**Regrets:** Marc Robillard, Earl Read, Bryan McNair

**Absent:** Theo Cull

All members confirmed being double vaccinated for COVID 19.

**1. Welcome - Meeting called to order**

Moved by: Kerry Stewart

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the meeting of November 18, 2021 be called  
to order at 6:31 p.m."

Carried

**2. Approval of Agenda**

Moved by: Barbara Beachey

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Agenda be approved as presented."

Carried

**3. Approval of Minutes of Last Meeting**

Moved by: Kerry Stewart

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Minutes of the Meeting held September 23, 2021,  
be adopted as presented."

Carried

**4. Business Arising from Minutes**

None

**5. Committee Reports**

(a) Financial Report:

Moved by: Kerry Stewart

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Finance Report for the month of October 2021,  
be adopted as presented and be attached hereto, forming part of these Minutes".

Carried

(b) Property & Maintenance  
No Report

(c) Human Resource  
No Report

**6. Manager's Report**

Moved by: Pauline Archambault

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Manager's Report for the month of October 2021, be adopted as presented, and attached hereto forming part of these Minutes."

Carried

**7. Chairman's Remarks/Report**

- FedNor funding is approved and we have received 80% of total (\$248,250.00)

- Still working on application for capital expenses

Moved by: Doug Metson

Seconded by: Pauline Archambault

BE IT RESOLVED THAT "the Chairman's Report be adopted as presented.

Carried

**8. New Business**

Moved by : Doug Metson

Seconded by: Kerry Stewart

WHEREAS "the airport's laptop has stopped working";

BE IT RESOLVED THAT "the ETRAA agrees to have Jamie purchase a new Laptop for approximately \$600.00".

Carried

**9. Closed Session**

None

**10. Adjournment**


Moved by: Doug Metson

Seconded by: Kerry Stewart

BE IT RESOLVED THAT "this meeting be adjourned at 7:20 p.m."

Carried

  
Chair

  
Secretary

## **Temiskaming Shores Public Library Board**

### **Meeting Minutes**

Wednesday, January 26, 2022

7:00 p.m. via zoom

#### **1. Call to Order**

Meeting called to order by Chair Brigid Wilkinson at 7:02 p.m.

#### **2. Roll Call**

Present: Brenda Morissette, Claire Hendriks, Jeff Laferriere, Danny Whalen, Chair Brigid Wilkinson, Emily Kotalowski, Thomas McLean, and Library CEO Rebecca Hunt.

Regrets: none.

Members of the Public: 3

#### **3. Adoption of the Agenda**

##### **Motion #2022-01**

**Moved by:** Jeff Laferriere

**Seconded by:** Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board accepts the January 26, 2022 agenda as amended.

**Carried.**

**Addition:** Letter from Brenda Morissette

**4. Declaration of conflict of interest: None**

**5. Delegation: Community Fridge Committee**

- a. The Committee representatives Lynn Marcella, Yvonne Walford and Rim Mouhaffle presented and gave updates on the project. The Library Board will discuss further and update the Committee when they have made a decision.

**Jeff Laferriere, Vice Chair, took over the meeting temporarily while internet connectivity issues were resolved.**

**6. Adoption of the Minutes**

**Motion #2022-02**

**Moved by:** Danny Whalen

**Seconded by:** Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, November 24, 2021 as presented.

**Carried.**

**7. Business arising from Minutes**

- a. **Land acknowledgement—defer to next meeting**
- b. **MOU with municipality review:** Claire and Emily will sit on the Committee. The CEO will set up a meeting to start reviewing the MOU.

**Board Chair Brigid Wilkinson took over the meeting again.**

**8. Correspondence:**

- a. **From Federation of Ontario Public Libraries** Re: membership letter
- b. **From Megan Birrell on behalf of Jeff Brown, Senior Marketing Specialist, Ontario Parks Marketing Section.** Re: Ontario Parks Day Pass lending program

- c. **From Jordan Kemp, Clerk-Treasurer, Township of Kerns.** Re: Cancellation of library contract. **Unfortunately this means board member Jessica Cooper is no longer eligible to sit on the board as per the Ontario Libraries Act as she is not a resident of the municipality of the City of Temiskaming Shores or a contracting township.**
- d. **From Katherine Kelly Gatten, Assistant Deputy Minister, MHSTCI.** Re: Aid public in printing and downloading vaccine QR codes.
- e. **From Brenda Morissette.** Re: resignation from Board. The Board thanked Brenda for her twenty years of service and hard work on the library Board.

**Motion #2022-03**

**Moved by:** Danny Whalen

**Seconded by:** Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board accepts the resignation of Brenda Morissette from the Library Board.

**Carried.**

**9. Secretary–Treasurer’s Report**

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

**Library CEO’s Report**

**January 12, 2022**

**Age Friendly Program:** I will be doing two presentations on library services for their Coffee Hours on February 22 and February 23.

**Annual Statistics:** The 2021 yearly statistics are attached to this report, as well as the circulation statistics, reference question statistics and other monthly statistics. Although we are still well below our annual circulation statistics for both branches for 2018 and 2019, we certainly did better than last year when we were completely closed for five months.

**CJTT Chat:** Morning Chats have been scheduled for January 12, February 4, March 9, April 6, May 11, June 8, July 6, August 10, September 7, October 5, November 9 and December 7.



**Climate Action Timiskaming Book Donation:** We have the books donated by the Climate Action Timiskaming Committee on display in the lower level, and I sent a photo and quote about the donation to the committee for their press release.

**Contracting Townships:** On the request of the Temiskaming Speaker I did an interview with one of the reporters about the library contracts for services with the contracting townships and the importance of that sustainable funding. The article was published in the November 26, 2021 Weekender. I have also attached a flyer we sent out with interim tax bills in mid-January to the townships of Casey and Harley.

**Family Literacy Day:** On their request I sent a few paragraphs about the importance of literacy and how the library promote literacy in the community to the Temiskaming Speaker on January 11. They will do an article on Family Literacy Day (January 27) the week of January 24.

**Kerns Township cancelled contract:** I have set all of the Kerns library memberships to non-resident and expiry date of December 31, 2021. At least three residents have said they will contact their council to express their disagreement with the decision to cancel. Since Kerns has said they will partially reimburse their residents funds for library memberships, I will promote on social media as we did with Hudson.

**Literacy Council of South Timiskaming:** I did a zoom presentation on library services for one of their classes on Tuesday, November 23.

**Ontario Library Services Project:** I will be participating in a project with Ontario Library Services on **Examining the Pressures on Ontario's Public Library CEOs** – with the goal to identify those pressures that make the job unappealing and are often the cause of sick leaves, resignations and early retirements. These same pressures can serve as a significant barrier to recruiting the next generation of CEOs, who too often do not apply for a CEO position because they have witnessed the impact of these pressures on their current or past CEOs. The first session is on Thursday, January 13.

### **Finances and Statistics**

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

### **Motion #2022-04**

**Moved by:** Thomas McLean

**Seconded by:** Claire Hendrikx

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

**Carried.**

**10. Committee Reports:**

- a. FINANCE AND PROPERTY: Nothing to report.
- b. PLANNING, POLICY, PERSONNEL AND PUBLICITY: Nothing to report.
- c. STRATEGIC PLANNING: Nothing to report.
- d. LIBRARY SERVICES: Nothing to report.

**11. New Business:**

- a. **Patron Charge History.** Discussion. The CEO will inquire on the Library CEO listserv about best practice and will inquire if there is a cost to purging the patron histories.
- b. **2022 Budget approval.** Motion.

**Motion #2022-05**

**Moved by:** Jeff Laferriere

**Seconded by:** Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board approves the 2022 Budget as approved by Council of the City of Temiskaming Shores.

**Carried.**

**12. Plan, Policy review and By-law review:**

- a. None

**13. Closed session**

**Motion #2022-06**

**Moved by:** Thomas McLean

**Seconded by:** Emily Kotalowski

Be it resolved that the Temiskaming Shores Public Library Board goes into closed session at 7:56 in regards to identifiable individuals.

**Carried.**

**Motion #2022-07**

**Moved by:** Danny Whalen

**Seconded by:** Thomas McLean

Be it resolved that the Temiskaming Shores Public Library Board rises from closed session at 8:04 with report.

**Carried.**

**Motion #2022-08**

**Moved by:** Jeff Laferriere

**Seconded by:** Thomas McLean

Be it resolved that the Temiskaming Shores Public Library Board accepts the closed session minutes of November 24, 2021.

**14. Adjournment**

Adjournment by Brigid Wilkinson at 8:07 p.m.

\_\_\_\_\_  
Chair –

# **Memo**

**To:** Mayor and Council  
**From:** Logan Belanger, Municipal Clerk  
**Date:** March 1, 2022  
**Subject:** 2022 Municipal and School Board Elections Key Dates  
**Attachments:** N/A

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Mayor and Council:

Elections for municipal government are held every four years on the fourth Monday of October.

## **Changes to the Municipal Elections Act**

Bill 218, an Act to enact the Supporting Ontario's Recovery Act, 2020 to amend the Municipal Elections Act, 2020 received Royal Assent November 20, 2020, and made a number of changes to the Municipal Elections Act, including:

1. Deadline to pass a by-law setting the method and manner of voting is now May 1 in the year of the municipal election (May 1, 2022). NOTE: the 2018 municipal election deadline was May 1 in the year prior to the municipal election (May 1, 2017).
2. Deadline to publish election procedures is moved to June 1 in the year of the election (June 1, 2022). NOTE: the 2018 municipal election deadline was December 31 in the year prior to the election (December 31, 2017)
3. Nomination Day is now the third Friday in August (August 19, 2022). NOTE: Nomination Day in the 2018 municipal election was the fourth Friday in July.
4. Removal of the option for ranked ballot voting.

## **Important Dates**

- Nomination start date: May 2, 2022
- Nomination end date: August 19, 2022 at 2:00 p.m.
- Election Day: October 24, 2022
- New term of Council begins: November 15, 2022
- End of campaign period: January 3, 2023

## **Election Timelines – Key Dates**

### Monday, May 2, 2022

- First day to file a nomination paper for the offices of Mayor, Councillor and School Board Trustee:
  - Once the nomination paper is filed with the Clerk, the candidate can start raising and spending money on their campaign
  - preliminary spending limit provided to candidates
  - preliminary contribution limit provided to candidates (does not apply to School Board Trustee candidates)
- First day to file a notice of registration as a third-party advertiser
  - a third party advertiser cannot raise or spend money on their campaign, nor begin advertising, until their registration is certified by the Clerk
  - preliminary spending limit provided to third party advertiser upon certification.

### Friday, August 19, 2022

- Nomination Day
  - On Nomination Day, nominations may only be filed between 9:00 a.m. and 2:00 p.m.
- 2:00 p.m. deadline for candidates to:
  - file a nomination
  - withdraw a nomination (in writing)
  - change office

### Monday, August 22, 2022

- Last day for the Clerk to certify candidate nomination papers by 4:00 p.m.
- Declare the candidate(s) elected by acclamation

### Wednesday, August 24, 2022

- Additional nominations may be filed between 9:00 a.m. and 2:00 p.m., if the number of nominations filed for an office and certified is less than the number of persons to be elected to the office
  - A candidate who wishes to withdraw their additional nomination must notify the clerk in writing before 2:00 p.m.

### Thursday, August 25, 2022

- Any additional nominations to be examined and certified by 4:00 p.m.
- Declare the candidate(s) elected by acclamation.

#### Thursday, September 1, 2022

- On written request, voters' list available to certified candidates for an office
- Revision period begins.
  - From September 1 until the close of voting, on voting day (October 24), a person may submit an application to have their name added to or removed from the voters' list, or to have their information on the voters' list amended.
  - From September 1 until the close of voting, on voting day (October 24), a person may submit an application requesting that a deceased person's name be removed from the voters' list.

#### Saturday, September 24, 2022

- First possible day to hold an advance vote

#### Monday, September 26, 2022

- Last day to provide candidates with:
  - A certificate of the applicable maximum amount of expenses
  - A certificate of the applicable maximum amount of contributions to a candidate's own election campaign
  - A certificate of the applicable maximum amount for parties, etc. after voting day
- Last day to provide registered third parties with:
  - A certificate of the applicable maximum amount of expenses
  - A certificate of the applicable maximum amount for parties, etc. after voting day

#### Friday, October 21, 2022

- Last day for third party advertisers to file their notice of registration.

#### Monday, October 24, 2022

- Voting Day
  - Voting places are to open at 10:00 a.m. and close at 8:00 p.m., unless an earlier opening or reduced voting hours have been established by the clerk
  - Deadline for applications to have a name added to or removed from the voters' list, or to have information on the voters' list amended

#### Tuesday, November 15, 2022

- New term of office commences
- New council deemed to be organized when the declarations of office have been made by a sufficient number of members to form a quorum

Friday, December 16, 2022

- Deadline for the newly formed council to host their first meeting  
**Note:** Section 3.1 of the City of Temiskaming Shores Procedural By-law No. 2008-160, as amended, states that the Inaugural Meeting date shall be held on the first Monday of December in an election year at 6:00 p.m.

Tuesday, January 3, 2023

- End of election campaign period for candidates and third party advertisers
- Last day for candidates and registered third parties to provide written notice in the prescribed form, of a deficit and the continuation of their campaign period

Thursday, March 30, 2023

- Last day for candidates and registered third parties to apply to the Superior Court of Justice to extend the time for filing their initial financial statements and auditor's reports
  - The court may grant an extension of no more than 90 days

Friday, March 31, 2023 at 2:00 p.m.

- Last day for candidates and third party advertisers to file the initial financial statements and auditors reports
- Last day for candidates and registered third parties to notify the clerk, in writing, that an application has been made to Superior Court of Justice to extend the time for filing their initial financial statement and auditor's report

Note: Candidates that file their financial statements and auditor's reports by the 2:00 p.m. deadline are entitled to receive a refund of their nomination filing fee

Monday, May 1, 2023, 2:00 p.m.

- Last day for candidates and registered third parties to file their initial financial statements and auditor's reports (with a \$500 late filing fee)

Thursday, June 29, 2023

- Last day for an elector to apply for a compliance audit of a candidate or registered third party's initial financial statement

Friday, June 30, 2023

- Last day of the extended campaign period for candidates and registered third parties that extended their campaign due to a deficit, or that recommenced their campaign due to a recount, controverted election, or compliance audit

Note: Last day may be earlier if the deficit is eliminated



Thursday, September 28, 2023

- Last day for candidates and registered third parties to apply to the Superior Court of Justice to extend the time for filing their supplementary financial statements and auditor's reports
  - The court may grant an extension of no more than 90 days

Friday, September 29, 2023 at 2 p.m.

- Deadline for candidates and third party advertisers to file the supplementary financial statement and auditors reports (applies only to those who extended their campaign period)
- Last day for candidates and registered third parties to notify the clerk, in writing, that an application has been made to Superior Court of Justice to extend the time for filing their supplementary financial statement and auditor's report (2:00 p.m. deadline)

Monday, October 30, 2023

- Last day for candidates and registered third parties to file a supplementary financial statement and auditor's report (by 2:00 p.m. with a \$500 late filing fee)

Thursday, December 28, 2023

- Last day for an elector to apply for a compliance audit of a candidate or registered third party's supplementary financial statement

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Logan Belanger  
Municipal Clerk

Shelly Zubycck  
Director of Corporate  
Services

Christopher W. Oslund  
City Manager

## **Memo**

**To:** Mayor and Council  
**From:** James Franks, Economic Development Officer  
**Date:** March 1, 2022  
**Subject:** Zack's Crib Organization – Funding Sponsorship Request  
**Attachments:** Frog's Breath Foundation Funding Application

---

Mayor and Council:

The municipality received an email from the Zack's Crib Organization requesting the municipality sponsor their funding application to the Frog's Breath Foundation to assist with the Organization's building renovation and facility opening.

As per the municipal Charitable Sponsorship Policy, staff has assessed the request and recommends that:

Council for the City of Temiskaming Shores approve the request from the Zack's Crib Organization requesting the municipality sponsor their funding application to the Frog's Breath Foundation for the Organization's building renovation and facility opening.

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  
Coordinator

Shelly Zubyck  
Director of Corporate  
Services

Christopher W. Oslund  
City Manager

## Logan Belanger

---

**Subject:** FW: Request

---

**From:** Marie-Noelle Tremblay [REDACTED]  
**Sent:** Wednesday, February 9, 2022 8:51 AM  
**To:** Chris Oslund <[coslund@temiskamingshores.ca](mailto:coslund@temiskamingshores.ca)>  
**Cc:** Yves Paille [REDACTED]  
**Subject:** Request

Hi Mr. Oslund,

How are you? I am applying for the Frog's breath foundation, is it possible for you to be the sponsor? Another question Mr. James Frank can help us also for Zack's crib?

Thank you,

Regards,

Marie-Noelle Tremblay  
Intern for Zack's Crib organization



## Memo

**To:** Mayor and Council  
**From:** Jennifer Pye, Planner  
**Date:** March 1, 2022  
**Subject:** Deeming By-law for Rivard on behalf of Simoni – 440 Arnold Drive;  
PLAN M128NB LOTS 74, 72 PCL 23461SST PT, 23603SST  
**Attachments:** Appendix 01: Deeming By-law Application Form  
Appendix 02: Draft Deeming By-law (**Please refer to By-law No. 2022-038**)

---

Mayor and Council:

Philippe Rivard has submitted a request for a deeming by-law on behalf of Bruno and Geraldine Simoni for their property located at 440 Arnold Drive in Haileybury.

The purpose of this application is to allow for the existing lots that make up 440 Arnold Drive to merge with the retained portion of property from a recently-approved consent to sever application for the property at 444 Arnold Drive.

The applicant, Mr. Rivard, owns the vacant property on the southeast corner of Rorke Avenue and Arnold Drive and intends to build a residential dwelling on the property later this year. 444 Arnold Drive is located between Mr. Rivard's property and the property that is the subject of this application. The purpose of the consent to sever for 444 Arnold Drive was to sever 36' from the property to allow Mr. Rivard to utilize the existing service connections for his new dwelling. The severance application was conditionally approved by the Committee of Adjustment on February 23, 2022. One of the conditions of approval was that a deeming by-law be obtained for 440 Arnold Drive so that the remaining 14' (the retained property) merges with the adjacent property.

The subject property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law.

If the Deeming By-law is passed it will be registered on title at the applicant's expense. It is recommended that Council pass the deeming by-law.

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye, MCIP,  
RPP  
Planner

Shelly Zubycck  
Director of Corporate  
Services

Christopher W. Oslund  
City Manager

**Application for Deeming By-law  
Under Section 50(4) of the Planning Act**

**Approval authority:**  
Council of the City of Temiskaming Shores

**Fee:** \$200 + 13% HST  
= \$226.00  
+ legal and land titles fees required to register by-law  
(billed directly from solicitor)

**Office Use Only**

File No.: D-2022-03  
Date Received: February 7, 2022  
Roll No.: 5418- 030-005-254.00

**1. Owner Information**

Name of Owner: GERALDINE SIMONI  
Mailing Address: 440 ARNOLD DRIVE [REDACTED] P0J 1K0  
Email Address: \_\_\_\_\_ Phone: [REDACTED]

If more than one registered owner, please provide information below (attach separate sheet if necessary):

Name of Owner: BRUNO SIMONI  
Mailing Address: 440 ARNOLD DRIVE [REDACTED] P0J 1K0  
Email Address: \_\_\_\_\_ Phone: [REDACTED]

**2. Applicant/Agent Information** (if applicant is not the owner or applicant is an agent acting on behalf of the owner):

Name of Agent: PHILIPPE RIQUARD  
Mailing Address: 558 NIVEN STREET SOUTH HAILEYBURY ON P0J 1K0 [REDACTED]  
Email Address: \_\_\_\_\_ Phone: [REDACTED]

**3. Please specify to whom all communications should be sent:**

☐ Owner ☒ Applicant/Agent

**4. Property Information**

a. Location of the subject land:

☐ Dymond ☐ New Liskeard ☒ Haileybury

Municipal Address

440 ARNOLD DRIVE

Legal Description (concession and lot numbers, reference plan and lot/part numbers)

M128NB LOTS 74, 72 PCL 2346158T PT

b. Date the property/properties were acquired by the current owner: \_\_\_\_\_

c. Are there any easements or restrictive covenants affecting the property/properties?

☐ Yes ☒ No

If yes, describe the easement or covenant and its effect:

**5. Reason a deeming by-law is required:**

DEEMING BY-LAW IS REQUIRED FOR THE PURPOSE OF SEVERING

**6. Registration of By-law**

If approved the deeming by-law must be registered on title to the property/properties to which it applies. The City will send the approved by-law directly to the lawyer of the applicant's choosing to ensure registration. The applicant is responsible for all fees associated with the registration of the by-law.

Name of Lawyer: DAVID R. GORMAN

Name of Firm: DAVID R. GORMAN LAW

Mailing Address: 35 POPLAR AVE, KIRKLAND LAKE, ON P2N 2M5

Email Address: DAVID@DGORMANLAW.CA Phone: 705-570-8962



**7. Applicant/Agent Authorization**

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

I/We, BIRNO & GERALDINE SIMONI are the registered owners of the subject land and I/we hereby authorize PHILIPPE RIVARD to make this application on my/our behalf and to provide any of my/our personal information that will be included in this application or collected during the processing of the application.

Date: FEB 1<sup>st</sup> 2022 Signature of Owner: Geraldine Simone  
Date: FEB 1<sup>st</sup> 2022 Signature of Owner: Birno Simone

**8. Authorization for Site Visits**

I/We authorize Municipal Staff and Council and/or Committee members, as necessary, to enter the subject property to gather information necessary in the assessment of the application.

P.R. \_\_\_\_\_  
Applicant Initial Applicant Initial

**9. Notice re: Use and Disclosure of Personal Information**

In accordance with the Planning Act and the Municipal Freedom of Information and Protection of Privacy Act, I/We acknowledge and understand that any information collected on this form and any supplemental information submitted as part of this application can be disclosed to any person or public body.

P.R. \_\_\_\_\_  
Applicant Initial Applicant Initial

#### 10. Declaration of Applicant

- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.
- ✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, Philippe Rivard of the City of Temiskaming Shores  
in the District of Timiskaming make oath and say  
(or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true and I make this solemn declaration conscientiously knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

#### Sworn (or declared) before me

at the City of Temiskaming Shores  
in the District of Timiskaming  
this 7<sup>th</sup> day of February, 20 22.

  
Signature of Applicant

  
A Commissioner for Taking Affidavits

Stephanie Lévillé, a Commissioner, etc.,  
While Treasurer of the City of Temiskaming Shores

**Subject:** ZBA-2022-01: 118072 Sales Barn Road

**Report No.:** CS-009-2022

**Agenda Date:** March 1, 2022

### **Attachments**

**Appendix 01:** Planning Report

**Appendix 02:** Application Package

**Appendix 03:** Public Notice

**Appendix 04:** Draft By-law to amend Zoning By-law No. 2017-154 (**Please refer to By-law No. 2022-039**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-009-2022;
2. That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154 to permit the zone change from Prime Agricultural (A1) to Prime Agricultural Exception 10 (A1-10); and
3. That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154 for consideration at the March 1, 2022 Regular Council meeting.

### **Background**

The applicant submitted a Consent application for consideration by the Committee of Adjustment in May of 2021. The Committee approved the Consent application, which served to sever the subject land from an adjacent property to the north. One of the conditions of approval of the Consent application was the approval of a Zoning By-law amendment recognize a lot area and an interior side setback for an existing building that are both less than the Zoning By-law requirement for the A1 Zone.

### **Analysis**

The public meeting was held on February 15, 2022 and no written or oral comments were received. No concerns were noted through circulation to City staff.

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

It is the opinion of the undersigned that the proposed Zoning By-law amendment is consistent with the Provincial Policy Statement (2020), does not conflict with the Growth Plan for Northern Ontario, complies with the City of Temiskaming Shores Official Plan, and represents good planning. It is recommended that Council adopt the propose Zoning By-law amendment.

### **Relevant Policy / Legislation / City By-Law**

- 2020 Provincial Policy Statement
- Growth Plan for Northern Ontario
- City of Temiskaming Shores Official Plan
- City of Temiskaming Shores Zoning By-law 2017-154

### **Consultation / Communication**

- Consultation with applicant
- Consultation with applicable City staff
- Consultation with OMAFRA area Rural Planner

### **Financial / Staffing Implications**

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

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

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

### **Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

Jennifer Pye, MCIP,  
RPP  
Planner

"Original signed by"

Shelly Zubych  
Director of Corporate  
Services

"Original signed by"

Christopher W. Oslund  
City Manager



## **Planning Report**

**Zoning By-law Amendment Application:** ZBA-2022-01

**Owner:** Rudolf and Candace Tobler

**Applicant:** William R. Ramsay, Ramsay Law Office  
Professional Corporation

**Property:** 118072 Sales Barn Road

**Roll No.:** 5418-020-002-160.00

**February 23, 2022**

## **Subject Land**

118072 Sales Barn Road; DYMOND CON 4 S PT LOT 12 PCL 7919SST

## **Background and Purpose of the Application**

In May of 2021 the Committee of Adjustment approved an application to sever the adjacent property to the north from subject land, which represents the retained property. One of the conditions of approval of the severance was the approval of a Zoning By-law amendment permitting a lot area smaller than that required by the Zoning By-law and permitting a reduced interior side yard for an existing building on the property. The purpose of this application is to fulfill that condition.

Zoning By-law amendment application ZBA-2021-06 was approved by Council through by-law 2021-148 on October 5, 2021, which placed a prohibition on future residential uses and approved a reduction to the minimum lot area requirement, both for the severed property.

The subject property is designated Prime Agricultural Land in the City of Temiskaming Shores Official Plan.

## **Statutory Public Notice**

The complete application was received on January 24, 2022. Notice of the complete application and public hearing was advertised in the Temiskaming Speaker on January 26, 2022 in accordance with the requirements of the Planning Act. Notice was also mailed to property owners within 120 metres of the subject land in accordance with the City's common practice.

The public hearing was held on February 15, 2022. No members of the public made oral submissions at the public hearing and no written submissions have been received as of the date of this report.

## **Site Analysis**

The subject property is an agricultural property on Sales Barn Road to the south of Tobler's Road. The property represents the retained property conditionally approved through Consent application B-2021-02 and has an area of 32.4 hectares (80 acres). There are existing farm buildings on the property, including a residential dwelling.

## **Servicing**

The subject property is vacant.

## **Access**

The property fronts on and has an existing access to Sales Barn Road.

## **Existing Land Use**

The subject property contains existing farm buildings, including barns and storage sheds, and a residential dwelling. No changes are proposed to the existing buildings as a result of this application. The land base appears to be used for a mix of cash-cropping and pasture land.

## **Adjacent Land Uses**

North: Rural Residential (R1) Zone; Prime Agricultural (A1) Zone (currently vacant crop land)

South: Prime Agricultural (A1) Zone

East: Public road (Sales Barn Road); Harris Township

West: Prime Agricultural (A1) Zone (currently vacant crop land directly adjacent with a livestock operation along Peters Road)



## **Planning Analysis**

### **Provincial Policy Statement (2020)**

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

The subject property is located within the area the Province, through the Ministry of Agriculture, Food and Rural Affairs (OMAFRA), has identified as Prime Agricultural Land. Due to this designation, the property is subject to the Agricultural policies of the Provincial Policy Statement. The entire section was included in the report on the previous application and has therefore not been reproduced for the current application. Subsection 2.3.4 Lot Creation and Lot Adjustments is primarily applicable to this application.

#### **2.3.4 Lot Creation and Lot Adjustments**

##### **2.3.4.1 Lot creation in prime agricultural areas is discouraged and may only be permitted for:**

- a) *agricultural uses, provided that the lots are of a size appropriate for the type of agricultural use(s) common in the area and are sufficiently large to maintain flexibility for future changes in the type or size of agricultural operations;*
- b) *agriculture-related uses, provided that any new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services;*
- c) *a residence surplus to a farming operation as a result of farm consolidation, provided that:*
  - 1. *the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services; and*
  - 2. *the planning authority ensures that new residential dwellings are prohibited on any remnant parcel of farmland created by the severance. The approach used to ensure that no new residential dwellings are permitted on the remnant parcel may be recommended by the Province, or based on municipal approaches which achieve the same objective; and*
- d) *infrastructure, where the facility or corridor cannot be accommodated through the use of easements or rights-of-way.*

##### **2.3.4.3 The creation of new residential lots in prime agricultural areas shall not be permitted, except in accordance with policy 2.3.4.1(c).**

The subject contains an existing residential dwelling and farm buildings as well as a land base that appears to be used primarily for cash cropping and pasture land. These uses, including the existing buildings, represent an agricultural use which is permitted on lands the Province has identified as prime agricultural. Additionally, the PPS permits lot creation where the lots are of a size that is appropriate for the local situation. This is described in greater detail in the Official Plan analysis.

Based on the above information it is my opinion that the proposed exception to recognize the reduced lot area and to prohibit future residential use of the property demonstrates consistency with the 2020 Provincial Policy Statement.

### **Growth Plan for Northern Ontario**

The Growth Plan for Northern Ontario was developed under the Places to Grow Act to ensure greater growth occurs in an economically and environmentally sustainable manner.

A review of the Growth Plan for Northern Ontario confirms the proposal does not conflict with any of the Growth Plan policies.

## **City of Temiskaming Shores Official Plan**

The property is designated Prime Agricultural Land in the City of Temiskaming Shores Official Plan.

### **11. Agriculture**

#### **11.2 Definition**

*In the Agriculture designation the predominant use of land will be:*

- a. Farming of all types;*
- b. An agriculture-related industrial, commercial or research activity;*
- c. Residential uses directly related to agriculture;*
- d. Secondary uses;*
- e. Natural features that enhance the area for agriculture and ecosystem health such as woodlots and wetlands;*
- f. Sustainable agricultural practices that promote a healthy environment.*

#### **11.5 Farm Unit**

- 1. In the prime agricultural area which is designated Agriculture on the Land Use Schedules, the predominant use of land will be for farming (agricultural uses) and the predominant type of development will be the 'farm unit'. The farm unit consists of the:*
  - a. Land base;*
  - b. Barns and other buildings that support the farm operation;*
  - c. Farm dwelling; and dwellings required for additional labour;*
  - d. Secondary uses; and*
  - e. Agriculture-related uses.*

#### **11.20 Land Division**

*In areas designated Agriculture on the Land Use Schedules, consents for conveyance may be granted in accordance with the following policies:*

- 11.20.1 All consents shall comply with the minimum lot size, MDS, surplus dwelling and agricultural commercial, industrial and research policy requirements of this section of the Plan.*
- 11.20.2 Where the land is being conveyed or retained for an agricultural use, a consent may be granted provided that the lot to be created and the lot to be retained are generally a minimum of 40 hectares respectively. Council will also consider whether the lands will be adequate in size and appropriate for the type of agricultural uses common in the area and that the lot is sufficiently large enough to maintain flexibility for future changes in the type or size of agricultural operations and is appropriate for sewage and water services where required.*
- 11.20.3 Where the severance is for infrastructure, a consent may be granted where the facility or corridor cannot be accommodated through the use of easements or rights-of-way.*
- 11.20.4 Consents may be granted for the title correction and for minor lot boundary adjustments for an agricultural-related use.*

When considering the requested reduction to the lot area proposed through this application, it is important to note that the language in policy 11.20.2 of the Official Plan is deliberate, with the statement (emphasis added) "...provided that the lot to be created and lot to be retained are generally a minimum of 40 hectares respectively" intended to provide flexibility to the City given that the predominant parcel fabric in the area is based on the 1 mile x 1 mile, or 640 acre block, which can be divided into 160 acre quarters, each of which can be further divided into 80 acre parcels. The 40 hectare (100 acre) minimum lot area prescribed in the Official Plan is based on OMAFRA common practice which considers a viability standard for farm operations across the entire province.

The conditional approval of the Consent application and the resultant lot area is in keeping with the predominant agricultural parcel fabric in Temiskaming Shores.

Based on the above information it is my opinion that the proposed amendment demonstrates consistency with the City of Temiskaming Shores Official Plan.

### **City of Temiskaming Shores Zoning By-law**

The property is currently zoned Prime Agricultural (A1) in the City of Temiskaming Shores Zoning By-law.

The property does not meet the minimum lot area requirements for A1 properties as prescribed in the Zoning By-law and as shown in the below table. One of the existing buildings on the property also does not comply with the minimum interior side yard requirement, in relation to the newly-created property line.

<b>Provision</b>	<b>Zoning By-law</b>		<b>Severed</b>	<b>Retained</b>
Minimum Lot Area	General	40ha	31.6ha	32.4ha
Minimum Lot Frontage	General	120m	301m	804m
Maximum Lot Coverage	General	5%	<1.62 ha	0%
Maximum Lot Coverage for accessory buildings	5%		<5%	0%
Minimum Front Yard and Exterior Side Yard	General	30m	No buildings	Not provided
Minimum Interior Side Yard	General	15m	No buildings	1.5m
Minimum Rear Yard	General	15m	No buildings	Not provided

The application will only address the compliance issue with the western-most building on the property in relation to the newly-created property line. Any other encroachment issues are considered legal non-complying and there are provisions in the Zoning By-law that apply specifically to these situations. As the compliance issues for these other buildings were not created as a result of approval of the consent application, it is not recommended that they be addressed through this process.

Compliance issues with the severed property were addressed through the previous Zoning By-law amendment.

### **Comments Received from the Agency Circulation and Public Notification Process**

The application was circulated to municipal departments, agencies, and the public. The following comments were received:

**Manager of Environmental Services** – *I have no comments or concerns.*

**Manager of Transportation Services** – *Sales Barn Road is maintained by the City. No issues with this.*

**Chief Building Official** – No comments received.

**Fire Chief** – No comments received.

**Director of Recreation** – *No comments on this application.*

**Director of Corporate Services** – No comments received.

**City Manager** – *I have no concerns.*

**Clerk** – *No concerns.*

**Economic Development and Funding Application Coordinator** – *No concerns.*

**Tax Collector / Treasurer** – No comments received.

**Agency/Public Comments:** No formal or informal comments have been received as of the date of this report.

### **Conclusion**

The proposed Zoning By-law amendment will rezone the subject land from Prime Agricultural (A1) to Prime Agricultural Exception 10 (A1-10) in order to recognize a lot area of 32.4 hectares where the Zoning By-law requires 40 hectares, and to permit a reduced interior side setback for the existing western-most building on the property.

As previously outlined in this report, the proposed amendment is appropriate because:

- ✓ It is required to fulfill a condition of approval of Consent application B-2021-02, which was approved by the Committee of Adjustment in May, 2021;
- ✓ The continued use of the land for agricultural purposes is permitted in the 2020 Provincial Policy Statement as well as the City of Temiskaming Shores Official Plan and the City of Temiskaming Shores Zoning By-law;
- ✓ The continued use of the land for the existing agricultural purposes meets the goals and intent of the 2020 Provincial Policy Statement as well as the City of Temiskaming Shores Zoning By-law.
- ✓ The resultant lot area of the subject lands is consistent with the agricultural property fabric within Temiskaming Shores, considering the small residential parcel that was previously removed;
- ✓ The property contains an existing residential dwelling and farm buildings;
- ✓ The existing building for which the reduced side setback is being sought is not located in proximity to any buildings on the adjacent property;
- ✓ No construction is proposed as a result of approval of this application.

### **Recommendation**

Based on the information presented in this report, in my opinion the proposed Zoning By-law amendment is consistent with the Provincial Policy Statement (2020); does not conflict with the Northern Ontario Growth Plan; conforms to the City of Temiskaming Shores Official Plan and the intent of the City of Temiskaming Shores Zoning By-law; and represents good planning.

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

Respectfully submitted,

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Jennifer Pye, MCIP, RPP  
Planner

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**Application for Zoning By-law Amendment  
Under Section 34 of the Planning Act**

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**Fee for Application to Amend the Zoning By-law: \$750 + \$100 advertising fee + 13% HST = \$960.50**

**Please read before completing this application**

This application reflects the mandatory information that is prescribed in the Schedules to Ontario Regulation 545/06 made under the Planning Act, RSO, 1990, as amended, as well as information required by the City of Temiskaming Shores to assist in the assessment of the proposal.

In addition to completing this form, the Applicant is required to submit the fee, a detailed site plan and any additional information or studies that may be necessary to assess the proposal.

Failure to submit the required information will delay the consideration of this Application. An application which is not considered complete under the Planning Act is not subject to the timelines of the Act.

**Applicants are encouraged to consult with the Municipality prior to completing the application.**

**OFFICE USE ONLY**

File No.: ZBA-2022-01  
Date Received: January 24, 2022  
Roll No.: 5418- 020-002-160.00

**1. Owner Information**

Name of Owner: Candace Marjorie Tobler  
Mailing Address: [REDACTED]  
Email Address: [REDACTED] Phone: [REDACTED]

If more than one registered owner, please provide information below (attach separate sheet if necessary):

Name of Owner: Rudolf Tobler  
Mailing Address: [REDACTED]  
Email Address: [REDACTED] Phone: [REDACTED]

**2. Applicant/Agent Information** (if applicant is not the owner or applicant is an agent acting on behalf of the owner):

Name of Agent: William R. Ramsay - Ramsay Law Office Professional Corporation  
Mailing Address: Box 160, 18 Armstrong Street, New Liskeard, ON  
Email Address: wramsay@ramsaylaw.ca Phone: 705.647.4010

**3. Please specify to whom all communications should be sent:**

☐ Owner ☒ Applicant/Agent

**4. Property Information**

**a. Location of the subject land:**

☒ Dymond ☐ New Liskeard ☐ Haileybury

Municipal Address

118072 Sales Barn Road, Temiskaming Shores, ON P0J 1P0

Legal Description (concession and lot numbers, reference plan and lot/part numbers)

Pcl 7919 Sec. SST. E1/2 of S 1/2 Lot12, CON 4, Dymond, Temiskaming Shores:District of Timiskaming

**b. Date the subject land was acquired by the current owner:** November 23, 2020

**c. Names and addresses of the holders of any mortgages, charges, or other encumbrances of the subject land:**

N/A

**d. Are there any easements or restrictive covenants affecting the subject land?**

☐ Yes ☒ No

If yes, describe the easement or covenant and its effect:

[REDACTED]



e. Dimensions of subject land:

Lot Area: 32.4 ha Road Frontage: 770m  
 Water Frontage: N/A Lot Depth: 410m

f. Existing use(s) of the subject land (check all that apply):

- ☐ Residential ☐ Commercial ☐ Industrial  
☐ Institutional ☒ Agricultural ☐ Vacant  
☐ Mixed Use (specify): \_\_\_\_\_  
☐ Other (specify): \_\_\_\_\_

g. Length of time the existing uses of the subject land have continued: More than my lifetime

h. Are there any buildings or structures existing on the subject land?

☒ Yes ☐ No

If yes, complete the table below (attach a separate sheet if necessary):

	Building 1	Building 2	Building 3	Building 4	Building 5
Type or use of building	Hay Shed	Old Barn	House		
Height of building (m)	n/a	n/a	n/a		
Setback from front lot line (m)					
Setback from rear lot line (m)	n/a	n/a	n/a		
Setback from side lot line one side (m)					
Setback from side lot line other side (m)	n/a	n/a	n/a		
Setback from shoreline (m)	n/a	n/a	n/a		
Dimensions (m) or floor area (m <sup>2</sup> )	n/a	n/a	n/a		
Date constructed					
Is building to remain or be removed?	remain	remain	remain		

i. Has the subject land ever been used for commercial or industrial purposes?

☒ Yes ☐ No

If yes, has a Record of Site Condition ever been completed in accordance with Ontario Regulation 153/04?

☐ Yes ☒ No



j. Existing use(s) of abutting properties:

North: agricultural East: residential and agricultural  
 South: agricultural West: wooded area and agricultural

k. Are any of the following uses or features on the subject land or within 500m (unless otherwise specified)?

Use or Feature	On the subject land	Within 500 metres of subject land (indicate approximate distance)
An agricultural operation including livestock or stockyard	<input type="checkbox"/>	<input checked="" type="checkbox"/> Abuts _____
A landfill	<input type="checkbox"/>	<input type="checkbox"/> _____
A sewage treatment plant or waste stabilization plant	<input type="checkbox"/>	<input type="checkbox"/> _____
A provincially significant wetland (Class 1, 2 or 3 wetland)	<input type="checkbox"/>	<input type="checkbox"/> _____
A provincially significant wetland within 120 metres of the subject land	<input type="checkbox"/>	<input type="checkbox"/> _____
A waterbody, watercourse, river, or stream	<input type="checkbox"/>	<input type="checkbox"/> _____
A rehabilitated mine site	<input type="checkbox"/>	<input type="checkbox"/> _____
A non-operating mine site within 1 kilometre of the subject land	<input type="checkbox"/>	<input type="checkbox"/> _____
An active mine site, gravel pit or quarry	<input type="checkbox"/>	<input type="checkbox"/> _____
An industrial or commercial use (specify)	<input type="checkbox"/>	<input type="checkbox"/> _____
An active railway line	<input type="checkbox"/>	<input type="checkbox"/> _____
Utility corridor(s)	<input type="checkbox"/>	<input type="checkbox"/> _____
Provincial Highway	NA	<input type="checkbox"/> _____

5. Planning Information

a. Current Official Plan Designation(s): Prime Agricultural Land

b. Explain how the application conforms with the Official Plan:

A key principle of the Official Plan is to promote and protect the long-term future of agriculture. This application will ensure that there is no future construction of any residential buildings on the subject lands, which are identified as Prime Agricultural lands. This application will ensure the protection of prime agricultural land (class 2 and 3 soils) in Dymond for agriculture and specialty crop areas and will protect locally significant agricultural land for agriculture. STILL THE CASE??

c. Current Zoning: A1

d. Nature and extent of the rezoning being requested:

The rezoning is being requested in order to permit a reduced lot size and minor variances for setbacks between existing buildings and the side lot line. The requested minimum side setback is 1.5 meters.

e. Reason why rezoning is being requested:

In granting the application for consent to sever (see file # B-2021-02), the Committee of Adjustment of the City of Temiskaming Shores, required a restriction that a zoning amendment was required for the severed parcel.

f. Is the subject land within an area where the municipality has predetermined the minimum and maximum density requirements or the minimum and maximum height requirements?

☐ Yes ☒ No

If yes, provide a statement of these requirements:

g. Is the subject land within an area where zoning with conditions may apply?

☒ Yes ☐ No

If yes, explain how the application conforms to the Official Policies related to zoning with conditions:

We are not aware that this application contravenes the Official Policies related to zoning with conditions.

h. Does the application propose to change the boundary of a settlement area or establish a new area of settlement?

☐ Yes ☒ No

If yes, provide details of the current Official Plan policies or Official Plan Amendment dealing with the alteration or establishment of an area of settlement:

- i. Does the application propose to remove land from an area of employment?

☐ Yes ☒ No

If yes, provide details of the current Official Plan policies or Official Plan Amendment dealing with the removal of land from an area of employment:

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**6. Proposed Use of Property**

- a. Proposed use(s) of the subject land (check all that apply):

☐ Residential

☐ Commercial

☐ Industrial

☐ Institutional

☒ Agricultural

☐ Vacant

☐ Mixed Use (specify): \_\_\_\_\_

☐ Other (specify): \_\_\_\_\_

- b. Are any buildings proposed to be constructed on the property?

☐ Yes ☒ No

If yes, complete the table below (attach a separate sheet if necessary):

	Building 1	Building 2	Building 3	Building 4	Building 5
Type or use of building					
Height of building (m)					
Setback from front lot line (m)					
Setback from rear lot line (m)					
Setback from side lot line one side (m)					
Setback from side lot line other side (m)					
Setback from shoreline (m)					
Dimensions (m) or floor area (m <sup>2</sup> )					

**7. Access and Servicing**

a. What type of access is proposed for the subject land?

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Provincial Highway                             | <input type="checkbox"/> Private Road |
| <input checked="" type="checkbox"/> Municipal Road, maintained all year | <input type="checkbox"/> Right-of-Way |
| <input type="checkbox"/> Municipal Road, maintained seasonally          | <input type="checkbox"/> Water Access |
| <input type="checkbox"/> Other (specify): _____                         |                                       |

i. If access to the subject land will be by water only, describe the docking and parking facilities to be used and the approximate distance to these facilities from the subject land and the nearest public road:

b. What type of water supply is proposed for the subject land?

- ☐ Publicly owned and operated piped water supply (City water)
- ☐ Privately owned and operated individual well
- ☐ Privately owned and operated communal well
- ☐ Lake or other water body
- ☒ Water service not proposed
- ☐ Other (specify): \_\_\_\_\_

c. What type of sewage disposal is proposed for the subject land?

- ☐ Publicly owned and operated sanitary sewage system (City sewer)
- ☐ Privately owned and operated individual septic system
- ☐ Privately owned and operated communal septic system
- ☐ Privy
- ☒ Sewage disposal service not proposed
- ☐ Other (specify): \_\_\_\_\_

i. If the proposed amendment would permit development on a privately owned and operated individual or communal septic system, and more than 4,500 litres of effluent would be produced per day as a result of the development being completed, a servicing options report and a hydrogeological report prepared by a qualified professional are required to be submitted:

- ☐ Title and date of servicing options report: \_\_\_\_\_
- ☐ Title and date of hydrogeological report: \_\_\_\_\_

d. What type of storm drainage is proposed for the subject land?

☐ Storm sewer

☒ Ditches

☐ Swales

☐ Other (specify): \_\_\_\_\_

## 8. Previous Applications

Has the subject land ever been the subject of any of the following applications under the Planning Act (if the answer to any of the following is yes, please provide the file number and status of the application if known):

☐ Unknown

Official Plan Amendment ☐ Yes ☒ No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Zoning By-law Amendment ☐ Yes ☒ No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Minor Variance ☐ Yes ☒ No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Plan of Subdivision ☐ Yes ☒ No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Consent ☐ Yes ☒ No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Site Plan Control ☐ Yes ☒ No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Minister's Zoning Order ☐ Yes ☒ No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

## 9. Concurrent Applications

Is the subject land currently the subject of any of the following applications under the Planning Act (if the answer to any of the following is yes, please provide the file number and status of the application if known):

Official Plan Amendment ☐ Yes ☒ No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Zoning By-law Amendment ☐ Yes ☒ No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Minor Variance ☐ Yes ☒ No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Plan of Subdivision ☐ Yes ☒ No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Consent ☒ Yes ☐ No File No.: B2021-02 Status: \_\_\_\_\_

Site Plan Control ☐ Yes ☒ No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

## 10. Provincial Policies

a. Is the proposed zoning by-law amendment consistent with the policy statements issued under subsection 3(1) of the Planning Act?

☒ Yes ☐ No

- i. If yes, explain how the zoning by-law amendment is consistent with the policy statements issued under subsection 3(1) of the Planning Act:

This amendment is being sought in order to protect Prime Agricultural Land within the City of Temiskaming Shores. As such, it is consistent with Section 2.3 - Agriculture - of the 2020 Provincial Policy Statement as it protects prime agricultural lands for long-term use for agriculture.

- b. Is the subject land within an area of land designated under any provincial plan or plans?

☒ Yes ☐ No

- i. If yes, explain how the zoning by-law amendment conforms or does not conflict with the provincial plan or plans:

This application does not conflict with the Growth Plan for Northern Ontario.

#### 11. Public Consultation Strategy

Detail the proposed strategy for consulting with the public with respect to the application:

☒ Follow Planning Act requirements

☐ Other (please specify):

#### 12. Additional Studies or Information

Additional studies or information may be required by the Municipality to support the application. The application may not be considered a complete application unless these studies have been completed. Applicants are advised to pre-consult with the Municipality to determine what additional studies or information is required.

List of additional studies or information required by the Municipality (to be provided by the Municipality):

☐ \_\_\_\_\_

☐ \_\_\_\_\_

☐ \_\_\_\_\_

☐ \_\_\_\_\_



### 13. Sketch

The application shall be accompanied by a site plan showing the following information:

- ☐ The boundaries of the subject land;
- ☐ The location, size and type of all existing and proposed buildings and structures on the subject land, indicating their distance from the front lot line, rear lot line and side lot lines;
- ☐ The approximate location of all natural and artificial features (for example: buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks, etc.) that:
  - ☐ Are located on the subject land and on land that is adjacent to the subject land, and
  - ☐ In the applicant's opinion, may affect the application;
- ☐ The current uses of land that is adjacent to the subject land;
- ☐ The location, width, and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;
- ☐ If access to the subject land will be by water only, the location of the parking and docking facilities to be used;
- ☐ The location and nature of any easement affecting the subject land.



#### 14. Applicant/Agent Authorization

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

I/We, Candace Tobler and Rudolf Tobler are the registered owners of the subject land and I/we hereby authorize William R Ramsay, Ramsay Law Office Professional Corp to make this application on my/our behalf and to provide any of my/our personal information that will be included in this application or collected during the processing of the application.

Date: Jan 18 2020 Owner's Signature: Candace Tobler  
Date: Jun 18 2022 Owner's Signature: Rudolf Tobler

#### 15. Authorization for Site Visits

I/We authorize Municipal Staff and Council and/or Committee members, as necessary, to enter the subject property to gather information necessary in the assessment of the application.

CT R.T.  
Applicant Initial Applicant Initial

#### 16. Notice re: Use and Disclosure of Personal Information

In accordance with the Planning Act and the Municipal Freedom of Information and Protection of Privacy Act, I/We acknowledge and understand that any information collected on this form and any supplemental information submitted as part of this application can be disclosed to any person or public body.

CT R.T.  
Applicant Initial Applicant Initial

## 17. Declaration of Applicant

- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.
- ✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, Rudolf Tobler of the Township of Harris  
in the District of Temiskaming make oath and say  
(or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true and I make this solemn declaration conscientiously knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

### Sworn (or declared) before me

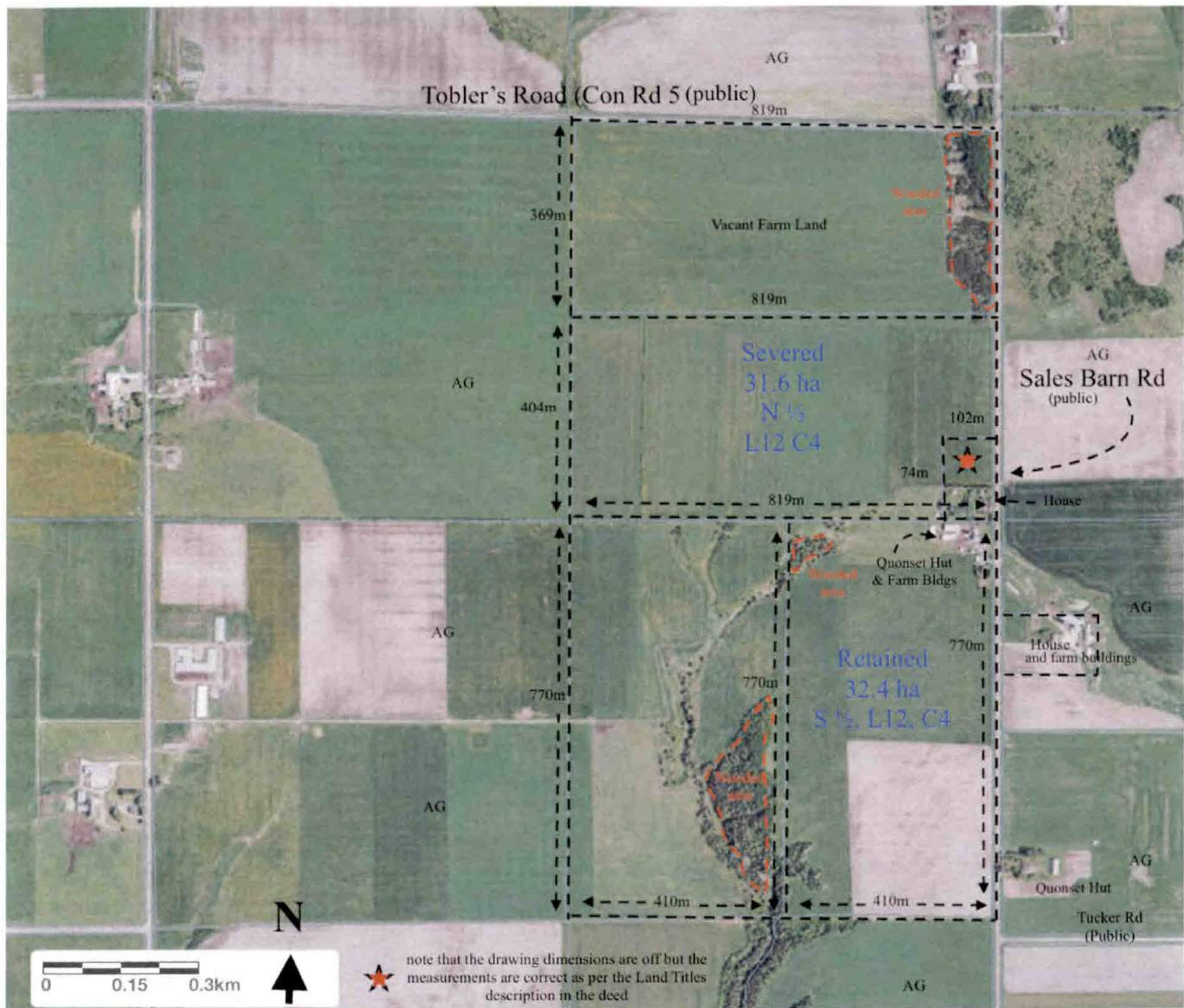
at the City of Temiskaming Shores  
in the District of Temiskaming  
this 31st 18<sup>th</sup> day of August January 20 22

Rudolf Tobler  
Signature of Applicant

Danielle Reid  
A Commissioner for Taking Affidavits

**DANIELLE REID,**  
a Commissioner, etc., Province of Ontario,  
for Ramsay Law Office  
Professional Corporation.  
Expires February 20, 2024.







## Application for Zoning By-law Amendment

### Notice of Complete Application And Notice of Statutory Public Hearing

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

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

**File #:** ZBA-2022-01  
**Owner:** Rudolf and Candace Tobler  
**Applicant:** William R. Ramsay – Ramsay Law Office Professional Corporation  
**Property:** 118072 Sales Barn Road; DYMOND CON 4 S PT LOT 12 PCL 7919SST

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

**Date:** Tuesday, February 15, 2022

**Time:** 6:00 p.m.

**Place:** Council Chambers at City Hall, 325 Farr Drive, Haileybury

**\*Please note:** due to the changing nature of Covid-19 Public Health measures this meeting may be held virtually. Please contact Jennifer Pye (contact information below) to review the current circumstances and your participation options.

**The application proposes to rezone the subject land from Prime Agriculture (A1) to Exception (A1-#)** to recognize a reduced lot area from the 40 hectares requires in the Zoning By-law to 32.4 hectares. The application also proposes a reduced interior side setback for the existing western-most barn respecting the newly-created property line. The Zoning By-law requires a minimum interior side setback of 15 metres for a general use, and the side setback for the western-most barn is 1.53 metres.

The subject lands are the retained lands of consent application B-2021-02 which was conditionally approved on May 26, 2021. This Zoning By-law amendment application is a condition of approval for the consent application.

The property is designated Prime Agricultural Land in the City of Temiskaming Shores Official Plan.

Any person may attend the public meeting and/or make written or verbal presentation to express support of, or opposition to, this application. If you are aware of any person who may be affected by this application, who has not received a copy of this notice, it would be appreciated if you would inform them of the application.

Written comments on this application may be forwarded to the City prior to the hearing.

If you are receiving this notice as the owner of a multi-unit residential building, please post this notice in a location that is visible to all of the residents.

If you wish to be notified of the decision of the City of Temiskaming Shores on the proposed Zoning By-law Amendment, you must make a written request to the City of Temiskaming Shores at the address below.

If a person or public body would otherwise have an ability to appeal the decision of the Council of the City of Temiskaming Shores to the Ontario Land Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the City of Temiskaming Shores before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Temiskaming Shores before the by-law is passed, the person or public body may not be added as a

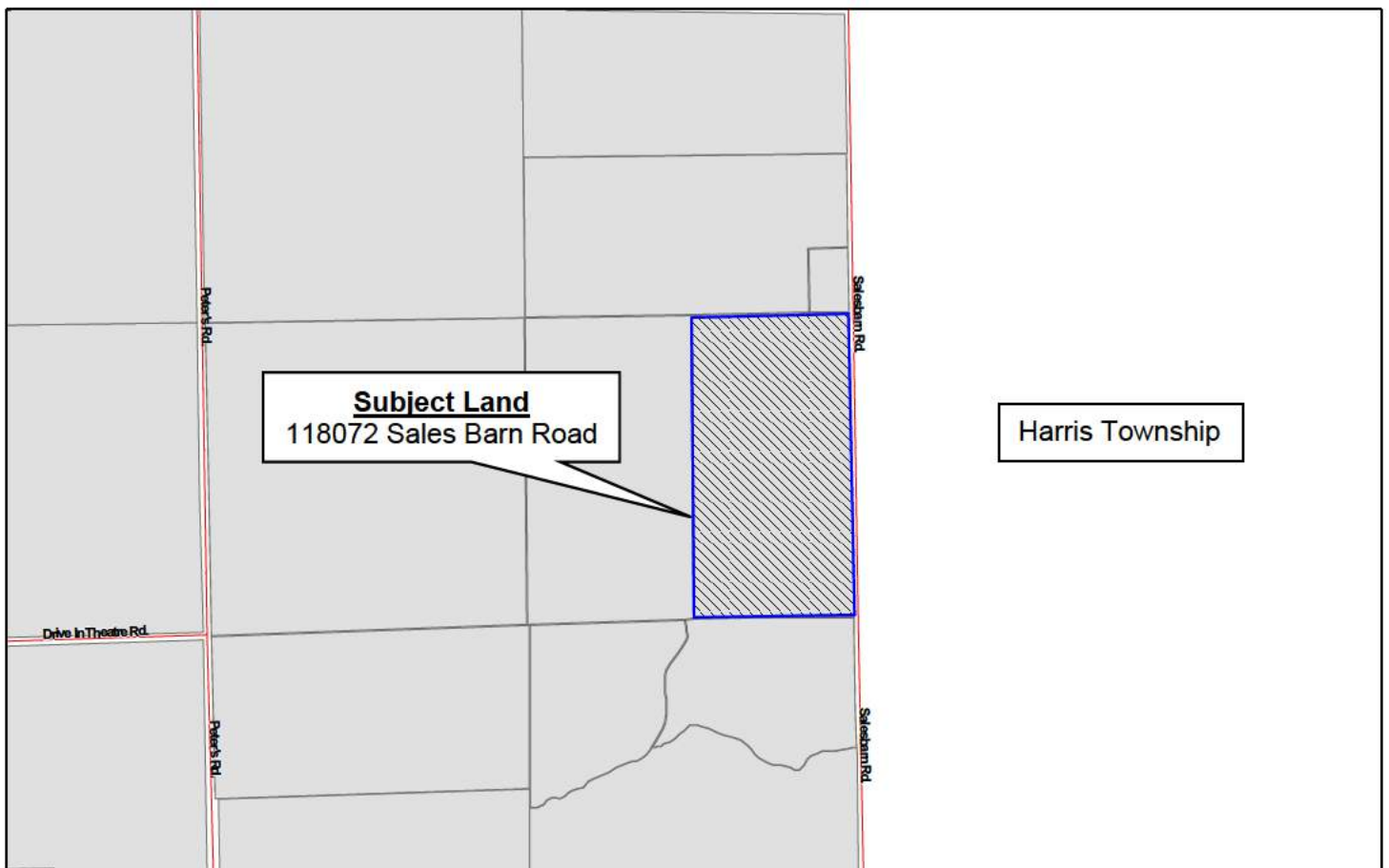
party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

**Additional information** pertaining to the application is available by contacting the undersigned.

**Dated** this 26<sup>th</sup> day of January, 2022.

Jennifer Pye, MCIP, RPP  
Planner  
City of Temiskaming Shores  
325 Farr Drive, PO Box 2050  
Haileybury, ON P0J 1K0  
Tel: 705-672-3363 ext. 4105  
jpye@temiskamingshores.ca

**Key Map**





**Subject:** Haileybury Family Health Team  
Lease Agreement

**Report No.:** CS-010-2022

**Agenda Date:** March 1, 2022

### **Attachments**

**Appendix 01:** Draft Lease Agreement with the Haileybury Family Health Team  
(Please refer to By-law No. 2022-040)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-010-2022;
2. That Council directs staff to increase the rental rates for the use of office space by the Haileybury Family Health Team by 2% for 2022; and
3. That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre.

### **Background**

The Haileybury Family Health Team is currently using 1,464 square feet of space at the Haileybury Medical Centre. The lease agreement with the Haileybury Family Health Team will expire on March 31, 2022.

### **Analysis**

In order for the City maintain a favorable position and recuperate the costs associated with operating the Haileybury Medical Centre, staff is recommending an increase of 2%, which represents an increase from \$23.04 to \$23.50 for the Haileybury Family Health Team per sq. foot.

The term of the lease will be one (1) year with the same provisions of the lease remaining the same.

### 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 rental of the 1,464 ft<sup>2</sup> of space based on the 2% increase is shown in the following table:

Schedule	Room	Footage	2022 Rate	Rent/Year
A	215	84 sq. ft.	\$23.50	\$1,974
B	221	272 sq. ft.	\$23.50	\$6,392
C	236	144 sq. ft.	\$23.50	\$3,384
D	238	96 sq. ft.	\$23.50	\$2,256
E	239	84 sq. ft.	\$23.50	\$1,974
F	240	456 sq. ft.	\$23.50	\$10,716
G	242	240 sq. ft.	\$23.50	\$5,640
H	250	88 sq. ft.	\$23.50	\$2,068
<b>Total</b>		<b>1,464sq. ft.</b>		<b>\$34,404</b>



### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and submitted for Council's  
consideration by:

*"Original signed by"*

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*"Original signed by"*

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Shelly Zubyck  
Director of Corporate Services

Christopher W. Oslund  
City Manager

**Subject:** Alternative Voting System  
Services – 2022 Municipal and  
School Board Elections

**Report No.:** CS-011-2022

**Agenda Date:** March 1, 2022

### **Attachments**

**Appendix 01:** Submission Opening for CS-RFP-001-2022

**Appendix 02:** Draft By-law to Award RFP (**Please refer to By-law No. 2022-042**)

**Appendix 03:** Draft by-law to authorize the use of a hybrid system using Vote Tabulators and the use of Internet and Telephone voting for the 2022 Municipal Election (**Please refer to By-law No. 2022-041**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-011-2022;
2. That Council directs staff to prepare the necessary by-law to authorize the use of a hybrid system using vote tabulators and the use of internet and telephone voting for the 2022 Municipal Election;
3. That Council directs staff to prepare the necessary by-law to enter into an agreement with Intelivote Systems Inc. for the supply of internet and telephone voting system for the 2022 Municipal Election at an estimated cost of \$20,965, plus applicable taxes, dependent on the actual final election count for the 2022 Municipal and School Board Election, for consideration at the March 1, 2022 Regular Council meeting; and
4. That Council approves an increase to the Municipal Elections budget from \$30,000 to \$40,000.

### **Background**

Section 42(1) of the Municipal Elections Act, 1996 (“the Act”) provides that the Council of a local municipality may pass by-laws to:

(a) authorize the use of voting and vote-counting equipment such as voting machines, voting recorders or optical scan vote tabulators; and,

(b) authorize electors to use an alternative voting method, such as voting by mail or by telephone, that does not require electors to attend at a voting place in order to vote.

In accordance with Section 42(2) of the Act, a by-law passed under subsection 42(1) must be passed on or before May 1 in the year of the election; therefore, the By-law to decide on the method of Election must be passed before May 1, 2022, as the 2022 Municipal and School Board Elections (“2022 Municipal Elections”) will take place on Monday, October 24, 2022.

Section 42 of the Act further states that the Clerk shall establish procedures and forms for the use of any voting and vote-counting equipment authorized by by-law, and any alternative voting method authorized by by-law. In addition, procedures and forms must be established on or before June 1st of an election year; therefore, the City must have its procedures and forms finalized by June 1, 2022.

The Act also provides the Clerk with the responsibility for conducting elections within a municipality and that includes the responsibility to prepare for the election (Section 11(2)(a) of the Act. At the September 21, 2021 regular Council meeting, Council for the City of Temiskaming Shores acknowledged receipt of Administrative Report CS-034-2021, titled Alternative Voting Methods – 2022 Municipal Election, and endorsed the use of a hybrid system using internet and telephone voting and optical scan vote tabulators with paper ballots, for the 2022 Municipal Elections, as well as directing staff to release a Request for Proposal for Alternative Voting System Services for the 2022 Municipal Election.

### **Analysis**

On January 13, 2022, a Request for Proposal (RFP) was released seeking proposals for the provision of a comprehensive service provider for alternative voting systems for the 2022 election, in accordance with the Municipal Elections Act of Ontario. The RFP was advertised on the City’s website and on Biddingo, with a submission deadline of February 7, 2022.

The Municipal Clerk received all RFP submissions, which were publicly opened on February 7, 2022 at 2:45 p.m. Three (3) bids were received (i.e., Intelivote Systems Inc., ScytI Canada Inc. and Voatz Canada Ltd.), and the submission details are included in **Appendix 01**. Note: both ScytI and Voatz indicated that the unit cost quoted for the Voter Information Letters did not include postage, although Voatz provided a postage estimate of \$0.92 per letter as a note within the submission).

The Evaluation Team consisted of the Director of Corporate Services, the Municipal Clerk and the Deputy Clerk. The proposals were evaluated on the basis of the information provided by the Proponent, and the evaluation criteria was based on a multi-step system:

Step One: Core Requirements – Proposals meeting the core requirements of the goods and/or services that are part of this Request for Proposal (i.e., minimum requirements, insurance, WSIB, criminal background check letter of commitment), proceeded to Step Two. Two of the Three Proposals proceeded to the next step for evaluation.

Step Two – Evaluation Criteria – Proposals deemed acceptable from Step One were evaluated based on a numerical scoring system on the following:

- 1: Vendor Information
- 2: Qualifications and Project Team
- 3: Methodology and Approach
- 4.1 Functionality
- 4.2 Personal Identification Number Creation, Distribution and Security
- 4.3 Access and Technology Flexibility
- 4.4 Security
5. AODA Compliance and Reporting
6. Auditing Functionality
7. City Duties and Requirements
8. References / Previous Ontario Municipal Experience

Step Three – Financial - Only submissions meeting minimum threshold requirement in Technical Scoring had the financial evaluation completed.

Following the evaluation, Intelivote Systems Inc. received the highest score. Following which, references were contacted from municipalities who used the Intelivote platform in the 2018 municipal election. Of the references contacted, all had positive reviews and would recommend the use of Intelivote Systems Inc.

In reviewing the proposals, it was also important to ensure that the principles of the Municipal Elections Act were upheld, which include:

- maintaining the secrecy and confidentiality of the voting process and individual votes
- providing an election that is accessible to the voters
- providing an election that is fair and non-biased
- ensuring the integrity of the process is maintained throughout the election
- ensuring the results of the election reflect the votes cast, and that valid votes be counted and invalid votes be rejected so far as reasonably possible
- ensuring voters and candidates are treated fairly and consistently within the municipality.

The Clerk presented the results of the evaluation to the Corporate Services Committee at the February 16, 2022 meeting, and the following recommendation was adopted:

Recommendation No. CS-2022-013  
Moved By: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby recommends that Council consider entering into an agreement with Intelivote Systems Inc. for the supply of internet and telephone voting system for the 2022 Municipal Election.

**Carried**

As such, staff recommend that a by-law be passed to authorize the Mayor and Clerk to sign an Agreement with Intelivote Systems Inc., for the supply of the voting system for the 2022 Municipal and School Board Election (**Appendix 02**).

It is further recommended that a by-law be passed to authorize the use of vote tabulators for the 2022 Municipal Election including associated procedures, and for the use of internet and telephone voting for the 2022 Municipal and School Board Elections (**Appendix 03**). Note: Section 42 (5) of the Act, states that when a by-law authorizing the use of an alternative voting method is in effect, sections 43 (advance votes) and 44 (voting proxies) apply only if the by-law so specifies. If the by-law specifies that section 44 applies, it may also establish additional criteria that a person must meet to be entitled to vote by proxy. As such, it is recommended that the voting proxy provisions are not included in the proposed by-law for the 2022 Municipal and School Board Elections, as alternative voting options will be made available.

**Relevant Policy / Legislation / City By-Law**

- Municipal Elections Act, 1996, S.O. 1996, c. 32, Sched.

**Consultation / Communication**

- Consultation with City Manager throughout the process
- Corporate Services Committee – February 16, 2022

**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 maintains an Election Reserve of \$30,000.

The approximate cost for the alternative voting methods in the 2022 municipal election is \$20,965, plus applicable taxes, dependent on the actual final election count for the 2022 municipal and school board election (i.e., \$1.35 per registered voter for evoting service and \$1.35 per voter instruction letter; i.e., production, supplies, postage, etc.).

Should an alternate method be selected; there are opportunities to reduce the number of polling stations, the number of election workers, election supplies (voter boxes, screens, etc.).

As such, based on the tender results, a revised election forecast was developed for the 2022 Election:

2018 Budget		2022 Budget	
Description	Budget (\$)	Description	Budget (\$)
Wages	\$15,000	Wages	\$5,000
Tabulators/ Ballots	\$10,000	Tabulators/ Ballots	\$8,000
Advertising, Miscellaneous Costs and Election Supplies	\$5,000	Advertising, Miscellaneous Costs and Election Supplies	\$6,000
		Internet/ Telephone Services	\$21,000
<b>Total</b>	<b>\$30,000</b>	<b>Total</b>	<b>\$40,000</b>

### **Alternatives**

1. Decline alternative voting using telephone and internet, and maintain paper ballot with vote tabulators

Note: No alternatives are proposed by staff, as this alternative voting process provides a greater opportunity and more flexibility for voters to cast their ballot. Voters can vote during the election voting period using the Internet from anywhere in the world, or can vote by using a telephone service and connect to the voting system toll free from anywhere in North America by dialling the toll-free number. Should access to telephone or internet be unavailable to voters, or if they require assistance, they may contact a "Voter help line" or attend a voting station to cast a paper ballot.

**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



Document Title: **CS-RFP-001-2022 "Alternative Voting System Services"**



Closing Date: **Monday, February 7, 2022**

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 Temiskamining Shores:**

Logan Belanger, Clerk	Kelly Conlin, Deputy Clerk	
		

**Others (teleconference):**

Robert, Scyll Canada		

**Submission Pricing**

Bidder: **Intelivote Systems Inc**

Description	Unit Cost	Est. Voter Quantity	HST	Total
Price per registered voter should the City enter into an agreement with the Proponent	\$ 1.35	7,765	\$ 1,363.00	\$ 11,845.50
Details breakdown of any and all additional costs	\$ 1.35		\$ 1,363.00	\$ 11,845.50
Discount amount per acclaimed seat (exclusive of HST)				\$( 0 )

Bidder: **Voatz Canada Limited**

Description	Unit Cost	Est. Voter Quantity	HST	Total
Price per registered voter should the City enter into an agreement with the Proponent	\$ 1.40	7,765	\$ 1,413.23	\$ 12,284.23
Details breakdown of any and all additional costs	\$ .19	7,765	\$ 191.80	\$ 1,667.15
Discount amount per acclaimed seat (exclusive of HST)				\$( 0 )

**Onsite Additional Support \$80 - \$125 / hour.**

**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.

Bidder: *Scythi Canada inc.*

Description	Unit Cost	Est. Voter Quantity	HST	Total
Price per registered voter should the City enter into an agreement with the Proponent	\$ <i>1.75</i>	7,765	\$ <i>1,766.54</i>	\$ <i>15,355.29</i>
Details breakdown of any and all additional costs	\$ <i>.50</i>	<i>7,765</i>	\$ <i>504.73</i>	\$ <i>4,387.23</i>
Discount amount per acclaimed seat (exclusive of HST)				\$ ( <i>0</i> )

Bidder: *N/A*

Description	Unit Cost	Est. Voter Quantity	HST	Total
Price per registered voter should the City enter into an agreement with the Proponent	\$	7,765	\$	\$
Details breakdown of any and all additional costs	\$		\$	\$
Discount amount per acclaimed seat (exclusive of HST)				\$ ( )

Bidder: *N/A*

Description	Unit Cost	Est. Voter Quantity	HST	Total
Price per registered voter should the City enter into an agreement with the Proponent	\$	7,765	\$	\$
Details breakdown of any and all additional costs	\$		\$	\$
Discount amount per acclaimed seat (exclusive of HST)				\$ ( )

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

# Memo

**To:** Mayor and Council

**From:** Mitch McCrank, Manager of Transportation Services

**Date:** March 1, 2022

**Subject:** Amendment to By-law 2019-065 Grant Fuels Agreement - Supply and Delivery of Petroleum Fuels 1-year Extension

**Attachments:** Appendix 01: Draft By-law Amendment (**Please Refer to By-law No. 2022-043**)

Mayor and Council:

In preparation for the upcoming year, expiring Public Works agreements were identified and reviewed to make sure nothing was neglected. One of the agreements identified was the Supply and Delivery of Petroleum Fuels for the use by the City of Temiskaming Shores agreement. It was awarded to Grant Fuels Inc. in 2019 with contract dates of April 1, 2019 to March 31, 2022.

Schedule "A" to By-law No. 2019-065 acknowledged a contract extension clause to stipulate "The term of this contract may be extended for an additional one-year period with all terms and conditions remaining the same provided that both the City and Supplier agree to such extension in writing".

Considering all the information available including: the knowledge of City procedures and commitment to hold the prices, an extension for the one-year period was offered. Grant's agreed to the extension and willingness to continue with the original terms and conditions, including prices for fuels.

As a result, it is staff's recommendation to extend the Supply and Delivery of Petroleum Fuels with Grant Fuels Inc. for new contract dates of April 1, 2022 to March 31, 2023. There will be no additional cost to the City as this is keeping those same prices and is a budgeted amount with the Transportation Operating budget.

Prepared by:

Reviewed and submitted for Council's consideration by:

*“Original signed by”*

*“Original signed by”*

Mitch McCranks  
Manager of Transportation Services

Christopher W. Oslund  
City Manager

# Memo

**To:** Mayor and Council  
**From:** Steve Burnett, Manager of Environmental Services  
**Date:** March 1, 2022  
**Subject:** Amendment to By-law 2022-019 – EXP Agreement – New Liskeard Waste Disposal Site Expansion  
**Attachments:** Appendix 01: EXP Services Inc. Terms and Conditions  
Appendix 02: By-law Amendment (**Please refer to Draft By-law No. 2022-044**)

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Mayor and Council:

At the Regular Council Meeting held on February 1, 2022, Council approved entering into an agreement with EXP Services Inc. for engineering services related to the expansion of the New Liskeard Waste Disposal Site and directed staff to prepare By-law No. 2022-019.

The By-law was circulated to EXP for review and execution. Upon review, EXP's legal department has requested that their Terms and Conditions be added to form part of the agreement.

Staff has reviewed and accepted the Terms and Conditions as presented by EXP and is recommending that Council direct staff to prepare the necessary amendment to By-law No. 2022-019 for the addition of the Terms and Conditions as Appendix 02 to Schedule A, for consideration at the March 1, 2022 Regular Meeting of Council.

Prepared by:

Reviewed and submitted for Council's consideration by:

*"Original signed by"*

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*"Original signed by"*

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Steve Burnett  
Manager of Environmental Services

Christopher W. Oslund  
City Manager



## TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to The City of Temiskaming Shores and dated January 24<sup>th</sup>, 2022, (the "Proposal") for the project New Liskeard Waste Disposal Site Expansion -EXP Project No. NWL-22004792-00 (the "Project")*

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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. 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. CLIENT agrees to bring any claims against the CONSULTANT, not any individual employees of the CONSULTANT.
11. **CONSEQUENTIAL DAMAGES.** 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.
12. **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.
13. **OWNERSHIP AND CONFIDENTIALITY.** Unless otherwise agreed to by the parties in writing, all drawings, plans, models, designs, reports, photos, studies and other data (the "Deliverables") 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, who grants to the CLIENT a non-exclusive, perpetual, non-transferable and royalty-free license (the "License") to use, disclose and reproduce the Deliverables 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.
14. **THIRD PARTY DISCLAIMER.** Any report prepared in connection with the Services are for the sole benefit of the CLIENT. CONSULTANT's report may not be used by any other person or entity without the express written consent of the CLIENT and CONSULTANT. Third parties are subject to the same limit of liability as agreed to in this Agreement by the Client. Any use which a third party makes of CONSULTANT'S report, or any reliance on decisions made based on it, are the responsibility of such third parties. CONSULTANT accepts no responsibility for damages, if any suffered by any third party as a result of decisions made or actions taken based on this report.
15. **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.
16. **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 by-products 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.
17. **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.
18. **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.
19. **ASSIGNMENT.** Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other.
20. **GOVERNING LAW.** This Agreement is governed by the laws of the Province of Ontario.

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**Subject:** Annual Water Reports

**Report No.:**

PW-006-2022

**Agenda Date:**

March 1, 2022

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### **Attachments**

**Appendix 01:** New Liskeard Annual Water Report 2021

**Appendix 02:** Haileybury Annual Water Report 2021

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-006-2022, more specifically Appendices 01 and 02 being the 2021 Annual Reports for the water systems within the municipality in accordance to Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act;
2. That Council hereby directs staff:
  - To place the 2021 Annual Reports in the Water System Binders located at the municipal office (325 Farr Dr.) and post on the municipal website;
  - To place an ad in the community bulletin and the City's Facebook page notifying the public of the availability of these reports for public review; and
3. That Council further directs staff to forward a copy of Administrative Report PW-006-2022 to the Ministry of Environment and Climate Change, Safe Drinking Water Branch - North Bay for their records.

### **Background**

In accordance to Schedule 22 – *Summary of Reports for Municipalities* of the Safe Drinking Water Act, more specifically Section 22-2. (1) (a) which states that the owner of a drinking water system shall ensure that, not later than March 31 of each year after 2003, a report is prepared in accordance with subsections (2) and (3) for the preceding calendar year and is given to, in the case of a drinking-water system owned by a municipality, the members of the municipal council.

### **Analysis**

In this regard, the Ontario Clean Water Agency (OCWA), being the operating authority for the City of Temiskaming Shores, has submitted to the municipality the said required



reports for the water systems for Haileybury and New Liskeard. These reports are attached hereto as Appendices 01 and 02.

Once the reports are acknowledged by Council, a copy of these reports will be included in the Water System Binders located at the municipal office at 325 Farr Drive and must be available for inspection by any member of the public during normal business hours without charge in accordance with Section 12 (4) of the Safe Drinking Water Act. Also, it is recommended that public distribution of the documents be provided through the City's website and that a notice of their availability be placed in the local newspaper (community bulletin) and the City's Facebook page.

### **Relevant Policy / Legislation / City By-Law**

- Schedule 22 of O. Reg. 170/03 – Safe Drinking Water Act

### **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 ☒

There are no financial implications related to this subject. Staffing implications related to this process are limited to normal administrative functions and duties.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Steve Burnett  
 Manager of Environmental Services

Christopher W. Oslund  
 City Manager



**Ontario Clean Water Agency**  
**Agence Ontarienne Des Eaux**

New Liskeard Drinking Water System

# 2021 ANNUAL/SUMMARY REPORT

Prepared by the Ontario Clean Water Agency  
on behalf of the City of Temiskaming Shores



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## INTRODUCTION

Municipalities throughout Ontario are required to comply with Ontario Regulation 170/03 made under the *Safe Drinking Water Act* (SDWA) since June 2003. The Act was passed following recommendations made by Commissioner O'Conner after the Walkerton Inquiry. The Act's purpose is to protect human health through the control and regulation of drinking-water systems. O. Reg. 170/03 regulates drinking water testing, use of licensed laboratories, treatment requirements and reporting requirements.

Section 11 of Regulation 170/03 requires the owner to produce an Annual Report. This report must include the following:

1. Description of system & chemical(s) used
2. Summary of any adverse water quality reports and corrective actions
3. Summary of all required testing
4. Description of any major expenses incurred to install, repair or replace equipment

This Annual Report must be completed by February 28 of each year.

The regulation also requires a Summary Report which must be presented and accepted by Council by March 31 of each year for the preceding calendar year reporting period.

The report must list the requirements of the Act, its regulations, the system's Drinking Water Works Permit (DWWP), Municipal Drinking Water Licence (MDWL), Certificate of Approval (if applicable), and any regulatory requirement the system failed to meet during the reporting period. The report must also specify the duration of the failure, and for each failure referred to, describe the measures that were taken to correct the failure.

The *Safe Drinking Water Act*, 2002 and the drinking water regulations can be viewed at the following website: <http://www.e-laws.gov.on.ca>.

To enable the Owner to assess the rated capacity of their system to meet existing and future planned water uses, the following information is also required in the report.

1. A summary of the quantities and flow rates of water supplied during the reporting period, including the monthly average and the maximum daily flows.
2. A comparison of the summary to the rated capacity and flow rates approved in the systems approval, drinking water works permit or municipal drinking water licence or a written agreement if the system is receiving all its water from another system under an agreement.

The reports have been prepared by the Ontario Clean Water Agency (OCWA) on behalf of the Owner and presented to council as the 2021 Annual/Summary Report.



New Liskeard Drinking Water System

Section 11

# 2021 ANNUAL REPORT



## Section 11 - ANNUAL REPORT

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### 1.0 INTRODUCTION

<b>Drinking-Water System Name</b>	<b>New Liskeard Drinking Water System</b>
<b>Drinking-Water System Number</b>	220000344
<b>Drinking-Water System Owner</b>	The Corporation of the City of Temiskaming Shores
<b>Drinking-Water System Category</b>	Large Municipal, Residential System
<b>Reporting Period</b>	January 1, 2021 to December 31, 2021

**Does your Drinking-Water System serve more than 10,000 people?** No

**Is your annual report available to the public at no charge on a web site on the Internet?**

Yes at: <http://www.temiskamingshores.ca/en/index.asp>

**Location where the report required under O. Reg. 170/03 Schedule 22 will be available for inspection:**

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

#### **Drinking-Water Systems that receive drinking water from the New Liskeard Drinking Water System**

The New Liskeard Drinking Water System provides all of its drinking water to the communities of New Liskeard and Dymond within the City of Temiskaming Shores.

#### **The Annual Report was not provided to any other Drinking Water System Owners**

The Ontario Clean Water Agency prepared the 2021 Annual Report for the New Liskeard Drinking Water System and provided a copy to the system owner; the City of Temiskaming Shores. The New Liskeard Drinking Water System is a stand-alone system that does not receive water from or send water to another system.

**Notification to system users that the Annual Report is available for viewing is accomplished through:**

- Notice on the city's Facebook page
- Notice via a Community Bulletin in the local newspaper



## **2.0 NEW LISKEARD DRINKING WATER SYSTEM (DWS No. 220000344)**

The New Liskeard Drinking Water System is owned by The Corporation of the City of Temiskaming Shores and consists of a Class 1 water treatment system and a Class 3 water distribution subsystem. The system is a communal ground water well supply that services the communities of New Liskeard and Dymond. The Ontario Clean Water Agency is the accredited operating authority and is designated as the Overall Responsible Operator for both the water treatment and water distribution facilities.

### ***Raw Water Supply***

The New Liskeard water treatment plant, located at 305 McCamus Avenue and is supplied by two main production wells; Well 3 and Well 4. Well No. 3 was originally constructed on December 2, 1950. It is a 54.9 m deep drilled well equipped with a magnetic flow meter and a vertical turbine pump rated at 2700 L/min. It consists of a 660 mm diameter outer casing and 406 mm inner steel casing with a 7.6 m long stainless steel (shutter style) screen. The well is housed in a secure building located directly across from the water plant.

Well No. 4 was originally constructed on August 13, 1977. It is a 54.9 m deep drilled well also equipped a magnetic flow meter and with a vertical turbine pump rated at 2700 L/min. It consists of a 762 mm diameter outer steel casing, to a depth of 27.4 m and 356 mm inner steel casing, to a depth of 46.3 m with a 7.6 m long stainless steel screen, 30.5 cm in diameter. This well is located inside the water treatment plant building.

There is approximately 23 m of low permeability clay between the ground surface and the aquifer protecting the groundwater from surface spills.

### ***Water Treatment***

The production wells feed the main water treatment plant that has a maximum rated capacity of 7865 cubic meters per day (m<sup>3</sup>/d).

The treatment process consists of two iron and manganese removal/pressure filtration systems rated at 94.6 L/s that are filled with Filtronic's Electromedia®, a proprietary media. The configuration allows either filter to be supplied with raw water from either of the two wells and the filter effluent is continuously monitored for turbidity and free chlorine residual. The two pressurized filters are automatically backwashed, based on high filter turbidity or maximum filter runtime. Manual backwashes can also be initiated when required. The backwash wastewater is discharged into the municipal sanitary sewage system which flows into the New Liskeard Lagoon.

Prior to filtration, chlorine gas is injected into the water to aid the oxidation process and precipitate the iron and manganese. After filtration, the treated water is re-chlorinated and directed into a contact tank comprised of two clearwells. The clearwells are continuously monitored for free chlorine residual levels, level and temperature.





### ***Water Storage and Pumping Capabilities***

The clearwells are located directly below the water treatment plant and have a total storage capacity of 271 m<sup>3</sup> (clearwell No. 1: 126 m<sup>3</sup>; clearwell No. 2: 145 m<sup>3</sup>). The baffles in the clearwell help to ensure sufficient chlorine contact time (CT). The free chlorine residual, pH and flow are continuously monitored to ensure adequate primary disinfection before the water enters the distribution system. The two clearwells are connected via an isolation valve to enable either clearwell to be drained for maintenance without compromising a continuous supply of water to users.

Two vertical turbine high lift pumps, equipped with variable frequency drives (VFDs) are each rated at 3272 L/min. They direct the treated water from the clear well to the Shepherdson Road reservoir and the Dymond reservoirs. If the high lifts are off then the Dymond Reservoir is fed by the Shepherdson Road reservoir.

The Shepherdson Road Reservoir is located at 150 Shepherdson Road in New Liskeard and has a storage capacity of 1818 m<sup>3</sup>. Three vertical turbine pumps, all equipped with variable frequency drives (VFDs), supply water to pressure zones 2 and 3 in the system. A secondary disinfection system is in place at the reservoir using sodium hypochlorite to boost the chlorine levels leaving the reservoir if required.

The Dymond Reservoir is located at 286 Raymond Street and has a capacity of 1395 m<sup>3</sup>. The reservoir is a single story building with an underground clearwell consisting of four interconnected baffled cells. A second building houses a sodium hypochlorite feed system, if boosting is required and four vertical turbine pumps (equipped with VFDs) two rated at 70 L/s and two rated at 28.1 L/s.

### ***Control System***

The New Liskeard Water Treatment System is controlled by a dedicated Programmable Logic Controller (PLC) and monitored through a Control System Supervisory Control and Data Acquisition (SCADA) system. All analyzing, monitoring and control module equipment information is routed through the SCADA system for operator monitoring and control. Control of equipment can be accomplished locally using the Human Machine Interface (HMI) touch screen at the New Liskeard water treatment plant or remotely via the SCADA computer located at the Haileybury water treatment plant. Operators can also access the system using their computers and cell phones. Alarm capability and set point adjustment along with trend monitoring are also available through SCADA system controls.

### ***Emergency Power***

An emergency stand-by 300 kW diesel powered generator with a 1000L fuel tank is available at the Well No. 3 pump house to ensure continued operation of the water treatment facility during a power outage.



A 230 kW diesel generator with a 2000 L fuel tank is on-site at the Shepherdson Street Reservoir

A 260 kW standby diesel generator with two (2) 1000 L fuel tanks are available at the Dymond Reservoir in case of power failures.

### ***Distribution System***

The New Liskeard Drinking Water System is classified as a Large Municipal Residential Drinking Water System that provides water to the communities of New Liskeard and Dymond. The distribution system consists of approximately 5750 residents and 2300 service connections and is comprised of various pipe materials including cast iron, ductile iron and PVC ranging from 4 to 16 " in New Liskeard and 6 to 12 " in Dymond. Approximately 535 m of 150 mm diameter HDPE feeder main to the Dymond Reservoir was installed in May 2020. There are several isolation valves to allow for the repair and maintenance of selected sections of the distribution system, three air relief valves and five pressure reducing valves. Approximately 313 fire hydrants are connected to the system to aid in fire protection.

This distribution system is broken down into three (3) service zones. It should be noted that the feeder main from the McCamus water treatment plant to the storage reservoir on Shepherdson Road also acts as a distribution line within Zone I. The three zones are supplied with potable water in the following manner:

Zone I – Gravity Zone is supplied with water through a distribution line (also the feeder main to the reservoir from the WTP) from the Shepherdson Road reservoir. Zone I is also isolated from Zones II and III via natural topography and closed valves. Zone I also supplies water from Shepherdson Road to the Dymond Reservoir which feeds the Dymond Distribution System.

Zone II – Intermediate Zone is fed through a separate distribution line from the Shepherdson Road reservoir through pumping. The area is generally comprised of residential units as well as the recently developed (2011) Dymond Industrial Park. The interconnected distribution piping between this zone and Zone I (gravity) is isolated via closed gate valves.

Zone III – High Zone is fed through a separate distribution line from the Shepherdson Road reservoir through pumping. The area is generally comprised of limited industrial users and is the main feed for Temiskaming Hospital.

## **3.0 LIST OF WATER TREATMENT CHEMICALS USED OVER THE REPORTING PERIOD**

The following chemicals were used in the New Liskeard Drinking Water System treatment process:

Chlorine Gas – Primary Disinfection  
Sodium Hypochlorite – Secondary Disinfection



All treatment chemicals meet AWWA and NSF/ANSI standards.

#### 4.0 SIGNIFICANT EXPENSES INCURRED TO THE DRINKING WATER SYSTEM

OCWA is committed to maintaining the assets of the drinking water system and sustains a program of scheduled inspection and maintenance activities using a computerized Work Management System (WMS).

Significant expenses incurred in the drinking water system include the following:

##### *Water Treatment System*

- Replaced backflow preventer for CL-17 analyzer feed water at the Dymond Reservoir
- Replaced faulty chlorine injection solenoids
- Replaced two faulty solenoids feeding the filter No. 2 turbidimeter
- Replaced chlorine post CL-17 free chlorine residual analyzer at the Dymond Reservoir
- Replaced portable chlorine residual colourimeters
- Replaced sodium hypochlorite pump head at the Dymond Reservoir
- Serviced chlorinator – replaced injector valves
- Replaced copper line on pressure reducing valves with stainless steel
- Replaced the free pre-chlorine residual analyzer at the water treatment plant
- Replaced the CL-17 free chlorine residual analyzer at the Shepherson Reservoir
- Purchased new pH meters

##### *Distribution System*

- Installed a new watermain crossing under Highway 11 using approximately 50 m steel casing, approximately 55 m of 150 mm diameter watermain and four 150 mm valves.

#### 5.0 DETAILS ON NOTICES OF ADVERSE TEST RESULTS AND OTHER PROBLEMS REPORTED TO & SUBMITTED TO THE SPILLS ACTION CENTER

Based on information kept on record by OCWA, three (3) adverse water quality incidents were reported to the Ministry's Spills Action Centre in 2021.

<b>Date</b>	<b>AWQI No.</b>	<b>Details</b>
April 7, 2021	153815	Loss of pressure due to a Category 2 watermain break/repair on Jaffray St. affecting six (6) buildings. The local Health Unit was notified and a precautionary boil water advisory (BWA) was issued for the affected area. Two sets of three bacteriological samples were collected 24 hours apart. Samples were collected on April 7 <sup>th</sup> and 8 <sup>th</sup> . A sample collected at 33 Jaffray Street at the break site on April 8 <sup>th</sup> had a result of NDOGT for total coliforms and <i>E. coli</i> . The laboratory notified the operating authority on April 9 <sup>th</sup> and the incident was reported as an AWQI (No. 153837).



Date	AWQI No.	Details
		<p><u>Corrective Action:</u> The affected area was flushed and a free chlorine residual was maintained above 0.2 mg/L. Two sets of 3 bacteriological samples were collected upstream, downstream and at the break site 24 hours apart (April 9<sup>th</sup> and 10<sup>th</sup>). These sample results were acceptable having zero total coliforms and <i>E. coli</i>. The BWA was lifted on April 12<sup>th</sup> at approximately 9:45 AM.</p> <p>Notifications and reports completed as required.</p> <p><u>Resolution:</u> Section 2B completed and emailed to MOE SAC, MOH and Owner on April 13, 2021.</p> <p>*NDOGT – No Date Overgrown with Target</p>
April 9, 2021	153837	<p>NDOGT for total coliforms and <i>E.coli</i> was detected in a drinking water sample collected at 33 Jaffray Street at the site of a watermain break. The free chlorine residual was 0.69 mg/L. The sample was collected on April 8<sup>th</sup> at 1250 hours in response to a watermain repair. The local Health Unit issued a precautionary boils water advisory (BWA) for the affected area.</p> <p><u>Corrective Action:</u> The area was flushed and the free chlorine residual was maintained above 0.2 mg/L. Resamples were collected upstream, downstream and at the site of the adverse result on April 9<sup>th</sup> and 10<sup>th</sup> as per the Health Unit (the Health Unit required two consecutive sets of samples to have acceptable results to lift the BWA). Re-sample results indicated zero total coliforms and <i>E. coli</i>. BWA lifted on April 12<sup>th</sup> at approximately 9:45 AM.</p> <p>Notifications and reports completed as required.</p> <p><u>Resolution:</u> Section 2B completed and emailed to MOE SAC, MOH and Owner on April 13, 2021.</p> <p>*NDOGT – No Date Overgrown with Target</p>
April 8, 2021	153729	<p>Loss of pressure due to a Category 2 watermain break/repair on Highway 11 at Drive-in Theater Road affecting a motel with restaurant, 1 building that houses 2 businesses and apartments, and one restaurant. The local Health Unit was notified and a precautionary boil water advisory (BWA) was issued for the affected area.</p> <p>Temporary line installed disinfected, flushed and sampled until repairs were completed in September 2021 when the main was re-routed. The BWA was lifted April 11<sup>th</sup>.</p> <p>Notifications and reports completed as required.</p> <p><u>Resolution:</u> Section 2B completed and emailed to MOE SAC, MOH and Owner on April 12, 2021.</p>



## 6.0 MICROBIOLOGICAL TESTING PERFORMED DURING THE REPORTING PERIOD

### Summary of Microbiological Data

Sample Type	# of Samples	Range of <i>E.coli</i> Results (min to max)	Range of Total Coliform Results (min to max)	# of HPC Samples	Range of HPC Results (min to max)
Raw – Well 3	52	0 to 0	0 to 2	N/A	N/A
Raw – Well 4	52	0 to 0	0 to 0	N/A	N/A
Treated	52	0 to 0	0 to 0	52	< 10 to 60
Distribution	208	0 to 0	0 to 0	104	< 10 to 60

Maximum Acceptable Concentration (MAC) for *E. coli* = 0 Counts/100 mL

MAC for Total Coliforms = 0 Counts/100 mL

“<” denotes less than the laboratory’s method detection limit

“>” denotes greater than the laboratory’s method detection limit.

#### Notes:

- One microbiological sample is collected and tested each week from the raw and treated water supply. A total of four microbiological samples are collected and tested each week from the New Liskeard distribution system. At least 25% of the distribution samples must be tested for HPC bacteria.

Refer to [Appendix A](#) for a monthly summary of microbiological test results.

## 7.0 OPERATIONAL TESTING PERFORMED DURING THE REPORTING PERIOD

### Summary of Raw Water Turbidity Data

Parameter	Number of Samples	Range of Results (min to max)	Unit of Measure
Turbidity – Well 3	50	0.10 to 1.83	NTU
Turbidity – Well 4	50	0.11 to 2.69	NTU

#### Notes:

- Turbidity samples are required once every month.

### Continuous Monitoring in the Treatment Process

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Free Chlorine Residual	8760	0.74 to 3.89	mg/L	CT

#### Notes:

- For continuous monitors use 8760 as the number samples for one year.
- CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the New Liskeard water plant if the free chlorine residual level drops below 0.40 mg/L to ensure primary disinfection is achieved.

**Summary of Chlorine Residual Data in the Distribution System**

Number of Samples	Free Chlorine (min to max)	Unit of Measure	Standard
388	0.38 to 1.65	mg/L	≥ 0.05

**Note:** Four (4) chlorine residual samples are collected one day and three (3) on a second day of each week. The sample sets must be collected at least 48-hours apart and samples collected on the same day must be from different locations.

**Summary of Nitrate & Nitrite Data** (sampled at the plant's point of entry into the distribution every quarter)

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
January 11	< 0.05	< 0.05	mg/L	No
April 12	< 0.05	< 0.05	mg/L	No
July 12	< 0.05	< 0.05	mg/L	No
October 12	< 0.05	< 0.05	mg/L	No

Maximum Allowable Concentration (MAC) for Nitrate = 10 mg/L

MAC for Nitrite = 1 mg/L

**Summary of Total Trihalomethane Data** (sampled in the distribution system every quarter)

Date of Sample	THM Result	Unit of Measure	Running Average	Exceedance
January 11	31.4	ug/L	42.8	No
April 12	45.7	ug/L		
July 12	47.9	ug/L		
October 12	46.0	ug/L		

Maximum Allowable Concentration (MAC) for Total Trihalomethanes = 100 ug/L (Four Quarter Running Average)

**Summary of Total Haloacetic Acid Data** (sampled in the distribution system every quarter)

Date of Sample	Result Value	Unit of Measure	Running Average	Exceedance
January 11	32	ug/L	37	No
April 12	40	ug/L		
July 12	31	ug/L		
October 12	45	ug/L		

Maximum Allowable Concentration (MAC) for Total Haloacetic Acid = 80 ug/L (Four Quarter Running Average)

**Summary of Most Recent Lead Data under Schedule 15.1**

(applicable to the following drinking water systems; large municipal residential systems, small, municipal residential systems, and non-municipal year-round residential systems)

The New Liskeard Drinking Water System qualified for the 'Exemption from Plumbing Sampling' as described in section 15.1-5 (9-10) of Ontario Regulation 170/03. The exemption applies to a drinking water system if; in two consecutive periods at reduced sampling, not more than 10% of all samples from plumbing exceed the maximum allowable concentration of 10 ug/L for lead. As such, the system was required to test for total alkalinity and pH in three distribution samples



collected during the periods of December 15 to April 15 (winter period) and June 15 to October 15 (summer period). This testing is required in every 12-month period with lead testing in every third 12-month period.

Two rounds of lead, alkalinity and pH testing were carried out on March 8<sup>th</sup> and September 22<sup>nd</sup> of 2021. Results are summarized in the table below.

**Summary of Lead Data** (sampled in the distribution system)

Date of Sample	# of Samples	Field pH (min to max)	Field Temperature (°C) (min to max)	Alkalinity (mg/L) (min to max)	Lead (ug/L) (min to max)
March 8	3	7.0 to 7.4	2.8 to 5.4	234 to 236	<0.1 to 0.1
September 22	3	8.41 to 8.65	11.2 to 11.6	229 to 235	<0.1 to <0.1

**Note:** Next lead sampling scheduled for 2024

**Most Recent Schedule 23 Inorganic Data Tested at the Water Treatment Plant**

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Antimony	< 0.5	ug/L	6	No	No
Arsenic	< 1.0	ug/L	10	No	No
Barium	98.0	ug/L	1000	No	No
Boron	88.0	ug/L	5000	No	No
Cadmium	< 0.1	ug/L	5	No	No
Chromium	< 1.0	ug/L	50	No	No
Mercury	< 0.1	ug/L	1	No	No
Selenium	0.4	ug/L	50	No	No
Uranium	< 1.0	ug/L	20	No	No

**Note:** Sample required every 36 months (sample date = October 5, 2020). Next sampling scheduled for October 2023

**Most Recent Schedule 24 Organic Data Tested at the Water Treatment Plant**

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Alachlor	< 0.354	ug/L	5	No	No
Atrazine + N-dealkylated metabolites	< 0.5	ug/L	5	No	No
Azinphos-methyl	< 0.265	ug/L	20	No	No
Benzene	< 0.1	ug/L	1	No	No
Benzo(a)pyrene	< 0.01	ug/L	0.01	No	No
Bromoxynil	< 0.092	ug/L	5	No	No
Carbaryl	< 1.0	ug/L	90	No	No
Carbofuran	< 2.0	ug/L	90	No	No
Carbon Tetrachloride	< 0.2	ug/L	2	No	No
Chlorpyrifos	< 0.265	ug/L	90	No	No
Diazinon	< 0.265	ug/L	20	No	No
Dicamba	< 0.08	ug/L	120	No	No



**Most Recent Schedule 24 Organic Data Tested at the Water Treatment Plant**

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
1,2-Dichlorobenzene	< 0.3	ug/L	200	No	No
1,4-Dichlorobenzene	< 0.3	ug/L	5	No	No
1,2-Dichloroethane	< 0.3	ug/L	5	No	No
1,1-Dichloroethylene (vinylidene chloride)	< 0.3	ug/L	14	No	No
Dichloromethane	< 1.0	ug/L	50	No	No
2,4-Dichlorophenol	< 0.2	ug/L	900	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	< 0.343	ug/L	100	No	No
Diclofop-methyl	< 0.114	ug/L	9	No	No
Dimethoate	< 0.265	ug/L	20	No	No
Diquat	< 0.2	ug/L	70	No	No
Diuron	< 7.0	ug/L	150	No	No
Glyphosate	< 20.0	ug/L	280	No	No
Malathion	< 0.265	ug/L	190	No	No
Metolachlor	< 0.177	ug/L	50	No	No
Metribuzin	< 0.177	ug/L	80	No	No
Monochlorobenzene	< 0.5	ug/L	80	No	No
Paraquat	1.9	ug/L	10	No	No
Polychlorinated Biphenyls (PCBs)	< 0.06	ug/L	3.0	No	No
Pentachlorophenol	< 0.3	ug/L	60	No	No
Phorate	< 0.177	ug/L	2	No	No
Picloram	< 0.08	ug/L	190	No	No
Prometryne	< 0.089	ug/L	1	No	No
Simazine	< 0.265	ug/L	10	No	No
Terbufos	< 0.177	ug/L	1	No	No
Tetrachloroethylene	< 0.3	ug/L	10	No	No
2,3,4,6-Tetrachlorophenol	< 0.2	ug/L	100	No	No
Triallate	< 0.177	ug/L	230	No	No
Trichloroethylene	< 0.2	ug/L	5	No	No
2,4,6-Trichlorophenol	< 0.2	ug/L	5	No	No
2-methyl-4-chlorophenoxyacetic acid (MCPA)	< 5.72	ug/L	100	No	No
Trifluralin	< 0.177	ug/L	45	No	No
Vinyl Chloride	< 0.1	ug/L	1	No	No

**Note:** Sample required every 36 months (sample date = October 5, 2020). Next sampling scheduled for October 2023

***Inorganic or Organic Parameter(s) that Exceeded Half the Standard Prescribed in Schedule 2 of Ontario Drinking Water Quality Standards***

No inorganic or organic parameter(s) listed in Schedule 23 and 24 of Ontario Regulation 170/03 exceeded half the standard found in Schedule 2 of the Ontario Drinking Water Standard (O.



Reg.169/03) during the reporting period.

#### ***Most Recent Sodium Data at the Water Treatment Plant***

Date of Sample	# of Samples	Result Value	Unit of Measure	Standard	Exceedance
October 9, 2018	1	14.7	mg/L	20	Yes

**Note:** Sample required every 60 months. Next sampling scheduled for October 2023.

#### ***Most Recent Fluoride Data at the Water Treatment Plant***

Date of Sample	# of Samples	Result Value	Unit of Measure	Standard	Exceedance
October 9, 2018	1	0.718	mg/L	1.5	No

**Note:** Sample required every 60 months. Next sampling scheduled for October 2023.

#### ***Additional Testing Performed in Accordance with a Legal Instrument***

Schedule D, Section 2.0 of Municipal Drinking Water Licence #218-103-3 issued on July 23, 2021 provides relief from regulatory requirements Schedule 1-2(2) 4i and 16-3(1) 4 which states that:

Notwithstanding the provisions of Ontario Reg. 170/03, the Owner is not required to comply with the following:

- The free chlorine residual at 399 Radley Hill Road is never less than 0.05 mg/L.
- A result indicating that the free chlorine residual is less than 0.05 mg/L in a sample of drinking water at 399 Radley Hill Road is an adverse result of a drinking water test for the purpose of section 18 of the Ontario Safe Drinking Water Act (SDWA, 2002) if a report under subsection 18(1) of the SDWA has not been made in respect of free chlorine residual in the preceding 24 hours.

In exchange, the following conditions apply:

- An ultraviolet light (UV) point of entry treatment unit owned or leased by the owner of the system is connected to the plumbing of every building and other structure that is served by the drinking water system at 399 Radley Hill Road.
- The UV unit(s) is validated through biodosimetry testing for a dose of 40 mJ/cm<sup>2</sup>.
- In the event that the UV unit malfunctions, loses power or ceases to provide the appropriate level of disinfection:
  - The UV unit has a feature that ensures that no water is directed to users of water treated by the unit and a certified operator takes appropriate action at the location where the unit is installed if such an event occurs before water is again directed to users of water treated by the unit, or



- The UV unit has a feature that causes an alarm to sound immediately at the building or structure where the point of entry treatment unit is installed and a location where a certified operator is present, if a certified operator is not always present at the building or structure where the point of entry treatment unit is installed. If an alarm sounds, a certified operator must take appropriate action as soon as possible.

***Ultraviolet Dosage***

UV System	# of Samples	Range of Results (min to max)	Unit of Measure	Limit
UV Unit	90	171 to 330	mJ/cm <sup>2</sup>	40



New Liskeard Drinking Water System

Schedule 22

# 2021 SUMMARY REPORT

## FOR MUNICIPALITIES



## Schedule 22 - SUMMARY REPORTS FOR MUNICIPALITIES

### 1.0 INTRODUCTION

<b>Drinking-Water System Name</b>	<b>New Liskeard Drinking Water System</b>
<b>Municipal Drinking Water Licence (MDWL)</b>	218-103-3 (issued July 23, 2021)
<b>Drinking Water Works Permit (DWWP)</b>	218-203-4 (issued July 23, 2021)
<b>Permit to Take Water (PTTW)</b>	4417-AF2JAM (issued November 2, 2016)
<b>Reporting Period</b>	January 1, 2021 to December 31, 2021

### 2.0 REQUIREMENTS THE SYSTEM FAILED TO MEET

According to information kept on record by OCWA, the New Liskeard Drinking Water System failed to meet the following requirements during the 2021 reporting period:

<b>Drinking Water Legislation</b>	<b>Requirement(s) the System Failed to Meet</b>	<b>Duration</b>	<b>Corrective Action(s)</b>	<b>Status</b>
Section 31(1)(b) of part V of the Safe Drinking Water Act, 2002  Condition 3.3.1 of Schedule B of the Drinking Water Works Permit No. 218-203-4 (dated July 23, 2021)	The owner/operating authority was not in compliance with the requirement to prepare Form 1 documents as required by their Drinking Water Works Permit.  A section of watermain was added to the distribution system, but a Form 1 was not completed prior to the work.  Failure to complete a Form 1 prior to the watermain addition being placed into service is a violation of the noted legislation.	September 24, 2021 to November 4, 2021	For future projects, a meeting will be held with the Owner and OCWA (ORO, PCT, SOM) prior to any work being done in the distribution system to ensure all regulatory paperwork will be completed and all regulatory procedures will be followed.	Complete

It should also be mentioned that, three (3) adverse water quality incidents were reported to the Ministry's Spills Action Center during the reporting period. Refer to Section 5.0 – *Details on Notices of Adverse Test Results and Other Problems Reported to & Submitted to the Spills Actions Center* on page 7 of this report for details.

### 3.0 SUMMARY OF QUANTITIES & FLOW RATES

#### ***Flow Monitoring***

Municipal Drinking Water Licence (MDWL) #218-103 requires the owner to install a sufficient number of flow measuring devices to permit the continuous measurement and recording of:



- the flow rate and daily volume of water conveyed from the treatment system to the distribution system, and
- the flow rate and daily volume of water conveyed into the treatment system.

The flow monitoring equipment identified in the MDWL is present and operating as required. These flow meters are calibrated on an annual basis as specified in the manufacturers' instructions.

## Water Usage

The following Water Usage Tables summarize the quantities and flow rates of water taken and produced during the 2021 reporting period, including average monthly volumes, maximum monthly volumes, total monthly volumes and maximum flow rates.

### Raw Water

#### 2021 - Monthly Summary of Water Takings from the Source (Well No. 3 and Well No. 4)

Regulated by Permit to Take Water (PTTW) #4417-AF2JAM, issued November 2, 2016

##### Well No. 3

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m <sup>3</sup> )	35840	36210	40553	38160	45006	55959	49617	57444	50157	46343	47486	41712	544488
Average Volume (m <sup>3</sup> /d)	1156	1293	1308	1272	1452	1865	1601	1853	1672	1495	1583	1346	1492
Maximum Volume (m <sup>3</sup> /d)	1541	1826	2674	2062	2202	3136	2418	2769	3028	2133	2322	1830	3136
PTTW - Maximum Allowable Volume (m <sup>3</sup> /day)	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
Maximum Flow Rate (L/min)	4469	4342	4363	4487	4396	4445	4409	4405	4268	4312	4296	4307	4487
PTTW - Maximum Allowable Flow Rate (L/min)	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500

##### Well No. 4

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m <sup>3</sup> )	36176	33918	40393	39604	47255	56792	54569	60352	43813	51192	44156	48546	556766
Average Volume (m <sup>3</sup> /d)	1167	1211	1303	1320	1524	1893	1760	1947	1460	1651	1472	1566	1525
Maximum Volume (m <sup>3</sup> /d)	1461	1543	1695	1636	2207	2531	2469	2668	2056	2076	1901	2904	2904
PTTW - Maximum Allowable Volume (m <sup>3</sup> /day)	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
Maximum Flow Rate (L/min)	2756	2606	2579	2890	2914	2897	3286	2893	2862	2799	2776	2738	3286
PTTW - Maximum Allowable Flow Rate (L/min)	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500



### Combined Raw Water Taking (Well No. 3 and Well No. 4)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m <sup>3</sup> )	72016	70127	80946	77755	92161	112654	104190	118595	93871	97535	90628	90237	1100716
Average Volume (m <sup>3</sup> /d)	2323	2505	2611	2592	2973	3755	3361	3826	3129	3146	3021	2911	3016
Maximum Volume (m <sup>3</sup> /d)	2731	3058	3413	3378	4287	4885	4528	4711	3913	3679	3460	3241	4885
MDWL - Rated Capacity (m <sup>3</sup> /day)	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000

The system's Permit to Take Water #4417-AF2JAM, issued November 2, 2016, allows the City to withdraw water at the following rates:

Well No. 3:	4000 m <sup>3</sup> /day	4,500 L/minute
Well No. 4:	4000 m <sup>3</sup> /day	4,500 L/minute
Total Combined Daily Volume:	8000 m <sup>3</sup> /day	

A review of the raw water flow data indicates that the wells did not exceed the maximum allowable volumes or maximum flow rates during the reporting period.

### Treated Water

#### 2021 - Monthly Summary of Treated Water Supplied to the Distribution System

Regulated by Municipal Drinking Water Licence (MDWL) #218-103 (issue 3), dated July 23, 2021

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m <sup>3</sup> )	67735	66533	77087	73943	87574	107615	99056	107439	89190	92663	84299	85499	1038634
Average Volume (m <sup>3</sup> /d)	2185	2376	2487	2465	2825	3587	3195	3466	2973	2989	2810	2758	2846
Maximum Volume (m <sup>3</sup> /d)	2578	2899	3312	3231	4087	4708	4341	4556	3774	3478	3407	3078	4708
MDWL - Rated Capacity (m <sup>3</sup> /day)	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865

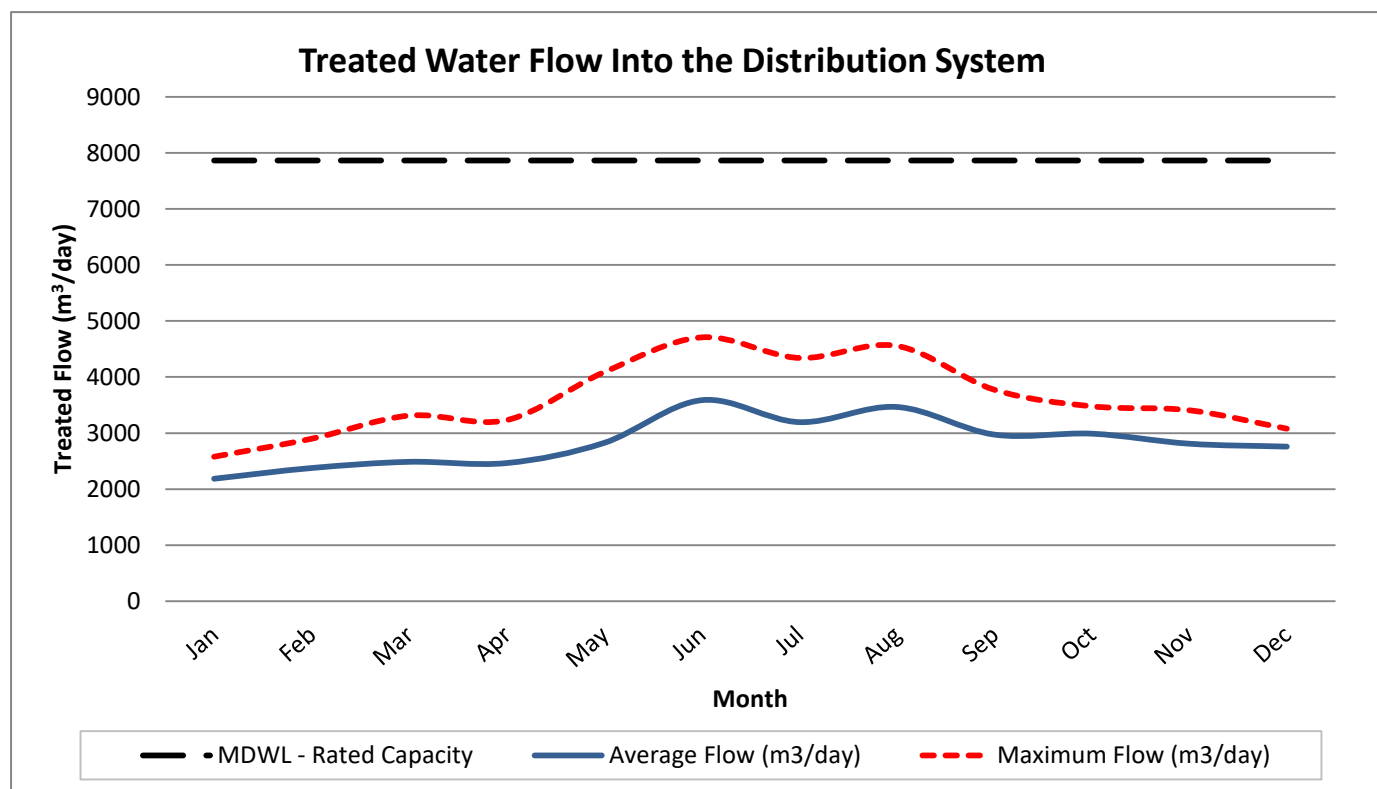
Schedule C, Section 1.0 (1.1) of MDWL No. 218-103 states that the maximum daily volume of treated water that flows from the treatment subsystem to the distribution system shall not exceed 7865 m<sup>3</sup> on any calendar day. The New Liskeard DWS complied with this limit having a recorded maximum volume of 4708 m<sup>3</sup>/day on June 7<sup>th</sup>, which represents 59.8 % of the rated capacity.

Figure 1 compares the average and maximum flow rates into the distribution system to the approved rated capacity of the system as identified in the MDWL.



**Figure 1: 2021 - Comparison of Treated Water Flows to the Rated Capacity**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average Flow (m <sup>3</sup> /day)	2185	2376	2487	2465	2825	3587	3195	3466	2973	2989	2810	2758
Maximum Flow (m <sup>3</sup> /day)	2578	2899	3312	3231	4087	4708	4341	4556	3774	3478	3407	3078
MDWL - Rated Capacity	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865
% Rated Capacity	33	37	42	41	52	60	55	58	48	44	43	39





### ***Summary of System Performance***

The following information is provided to enable the Owner to assess the capability of the system to meet existing and future water usage needs:

Rated Capacity of the Plant (MDWL)	7865 m <sup>3</sup> /day	
Average Daily Flow for 2021	2846 m <sup>3</sup> /day	36.2 % of the rated capacity
Maximum Daily Flow for 2021	4708 m <sup>3</sup> /day	59.8 % of the rated capacity
Total Treated Water Produced in 2021	1,038,633 m <sup>3</sup>	

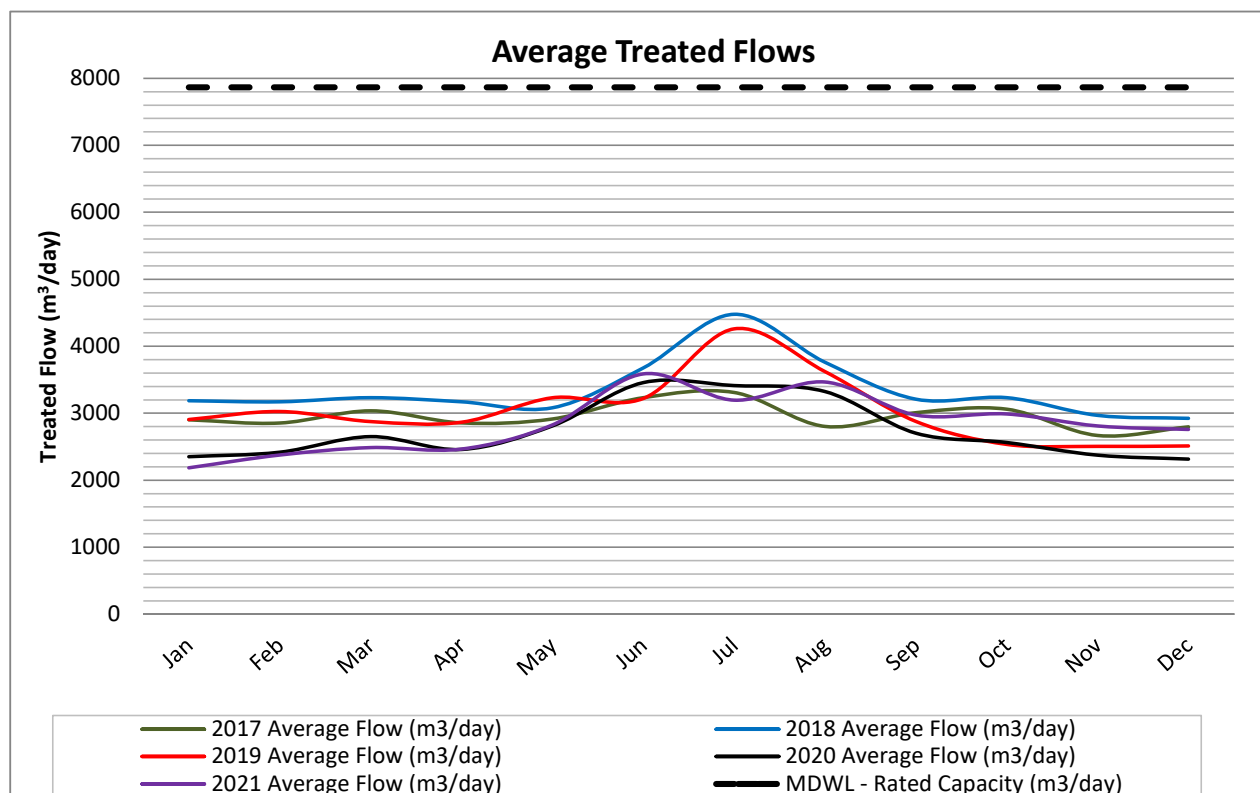
### ***Historical Flows***

#### ***New Liskeard Water Treatment Plant – Flow Comparison***

Year	Maximum Treated Flow (m <sup>3</sup> /d)	Average Daily Flow (m <sup>3</sup> /d)	Average Day % of Rated Capacity (7865 m <sup>3</sup> /d)
<b>2021</b>	<b>4708</b>	<b>2846</b>	<b>36.2%</b>
2020	6326	2738	34.8%
2019	6112	3036	38.6%
2018	5993	3341	42.5%
2017	4511	2953	37.5%

Figure 2 compares the average treated water flows from 2017 to 2021.

**Figure 2: New Liskeard Water Treatment System - Average Treated Water Flows from 2017 to 2021**

[illegible]



## CONCLUSION

The water quality data collected in 2021 demonstrates that the New Liskeard drinking water system provided high quality drinking water to its users. Three adverse water quality incidents occurred during watermain repairs and were immediately reported, responded to and resolved.

The New Liskeard Drinking Water System was able to operate in accordance with the terms and conditions of the Permit to Take Water and in accordance with the rated capacity of the licence while meeting the community's demand for water use.



# **APPENDIX A**

Monthly Summary of Microbiological  
Test Results

**NEW LISKEARD DRINKING WATER SYSTEM  
2021 SUMMARY OF MICROBIOLOGICAL TEST RESULTS**

RAW WATER	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	Total	Avg	Max	Min
Well 3 / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	2	0	0	1	0	0			2	
Mean Lab	0	0	0	0	0	0	0.75	0	0	0.25	0	0		0.077		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Well 3 / E. Coli: EC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Well 4 / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Well 4 / E. Coli: EC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
TREATED WATER	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	Total	Avg	Max	Min
Treated Water POE / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water POE / E. Coli: EC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water POE / HPC - cfu/mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	< 30	< 20	< 60	< 30	< 10	< 10	< 10	< 20	< 30	< 10	< 10	< 10			60	
Mean Lab	< 15	< 12.5	< 24	< 15	< 10	< 10	< 10	< 12	< 15	< 10	< 10	< 10	< 12.885			
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10			<	10
DISTRIBUTION WATER	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	Total	Avg	Max	Min
1st Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
1st Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / HPC - cfu/mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	< 10	< 10	< 60	< 10	< 10	< 10	< 10	< 20	< 10	< 10	< 10	< 10			60	
Mean Lab	< 10	< 10	< 22	< 10	< 10	< 10	< 10	< 12	< 10	< 10	< 10	< 10	< 11.346			
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10			<	10
3rd Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
3rd Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
4th Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
4th Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
4th Bacti/Residual / HPC - cfu/mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	< 10	< 10	< 20	< 10	< 10	< 10	< 10	< 20	< 10	< 30	< 10	< 10			30	
Mean Lab	< 10	< 10	< 10	< 12.5	< 10	< 10	< 10	< 12	< 10	< 15	< 10	< 10	< 10.769			
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10			<	10



## **APPENDIX B**

### Monthly Summary of Operational Data



**NEW LISKEARD DRINKING WATER SYSTEM  
2021 SUMMARY OF OPERATIONAL RESULTS**

<b>RAW WATER</b>	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	Total	Avg	Max	Min
Well 3 / Turbidity - NTU																
Count IH	4	4	5	4	4	4	4	5	3	4	5	4	50			
Total IH	2.29	2.43	1.63	1.27	0.98	2.52	3.2	2.44	1.41	4.88	3.8	2.3	29.15			
Max IH	1	0.94	0.47	0.67	0.38	0.79	0.89	0.83	0.55	1.69	1.83	0.94			1.83	
Mean IH	0.573	0.608	0.326	0.318	0.245	0.63	0.8	0.488	0.47	1.22	0.76	0.575		0.583		
Min IH	0.28	0.27	0.20	0.10	0.16	0.49	0.71	0.21	0.41	0.68	0.22	0.11				0.10
Well 4 / Turbidity - NTU																
Count IH	4	4	5	4	4	4	4	5	3	4	5	4	50			
Total IH	2.26	5.03	1.26	1.99	2.31	1.82	3.54	3.44	1.98	6.65	2.8	1.37	34.45			
Max IH	0.71	2.69	0.4	0.84	0.84	0.8	0.98	0.99	0.71	2.12	1	0.41			2.69	
Mean IH	0.565	1.258	0.252	0.497	0.578	0.455	0.885	0.688	0.66	1.663	0.56	0.343		0.689		
Min IH	0.37	0.39	0.11	0.12	0.38	0.27	0.81	0.47	0.59	1.07	0.15	0.23				0.11
<b>TREATED WATER</b>	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	Total	Avg	Max	Min
Treated Water POE / Cl Residual: Free (0.40 mg/L) - mg/L																
Max OL	1.64	1.79	1.91	1.86	3.89	1.77	1.94	1.88	2.73	1.92	2.21	2			3.89	
Mean OL	1.429	1.501	1.571	1.59	1.546	1.454	1.493	1.502	1.603	1.516	1.446	1.466		1.51		
Min OL	0.78	0.89	1.15	1.03	0.90	0.98	1.18	0.74	0.9	1.21	1.1	0.87				0.74
<b>DISTRIBUTION WATER</b>	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	Total	Avg	Max	Min
1st Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	8	9	9	15	10	8	9	9	9	8	9	10	113			
Max IH	1.12	1.15	1.3	1.29	1.16	1.58	1.15	1.62	1.57	0.96	0.94	1.04			1.62	
Mean IH	0.986	1.057	1.133	0.935	0.922	1.098	1.001	1.027	1.117	0.896	0.899	0.933		0.996		
Min IH	0.7	0.87	0.83	0.68	0.58	0.98	0.76	0.45	0.97	0.83	0.81	0.78				0.45
2nd Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	8	8	9	15	10	8	9	9	9	8	9	10	112			
Max IH	1.13	1.14	1.2	1.29	1.18	1.65	1.29	1.05	1.17	1.26	1.11	1.19			1.65	
Mean IH	0.861	0.893	0.952	0.986	1.029	1.181	1.091	0.938	1.019	1.081	0.868	1.054		0.996		
Min IH	0.7	0.81	0.82	0.73	0.87	1	0.96	0.81	0.88	0.84	0.55	0.91				0.55
3rd Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	8	8	9	14	9	8	9	9	9	8	9	10	110			
Max IH	1.06	1	1.17	1.25	1.15	1.04	1.3	1.31	1.56	1.18	1.08	1.41			1.56	
Mean IH	0.86	0.93	0.973	0.909	0.886	0.955	1.053	0.979	1.094	0.744	0.729	0.951		0.923		
Min IH	0.77	0.89	0.88	0.67	0.56	0.86	0.81	0.7	0.54	0.55	0.38	0.69				0.38
4th Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	4	4	5	4	5	4	4	5	4	4	5	5	53			
Max IH	0.88	1.15	1.1	1.36	1.14	1.32	1.1	1.14	1.09	1.29	1.2	1.04			1.36	
Mean IH	0.843	1.038	1.012	1.135	0.998	0.99	0.935	0.93	1.018	1.008	0.872	0.9		0.97		
Min IH	0.76	0.94	0.93	1.04	0.87	0.87	0.76	0.66	0.9	0.75	0.73	0.64				0.64
<b>RADLEY HILL ROAD</b>	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	Total	Avg	Max	Min
Manitoulin Transport / UV Dosage - mJ/cm <sup>2</sup>																
Count IH	8	8	9	9	9	6	7	8	5	7	9	5	90			
Max IH	316.3	309.5	304.5	279	245.5	215.7	315.2	330	316	266.5	253.9	236			330	
Mean IH	296.025	280.85	283.116	239.9	225.922	203.818	250.314	295.2	272.14	259.114	229.178	215.76		255.645		
Min IH	271.4	217.4	255.44	209	201.5	190.8	171	265	244.5	242.1	199.3	185.8				171

**NOTE:**

CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the New Liskeard water plant if the free chlorine residual level drops below 0.40 mg/L to ensure primary disinfection is achieved. No CT calculations were required during the reporting period.



**Ontario Clean Water Agency**  
**Agence Ontarienne Des Eaux**

Haileybury Drinking Water System

# 2021 ANNUAL/SUMMARY REPORT

Prepared by the Ontario Clean Water Agency  
on behalf of the City of Temiskaming Shores



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## INTRODUCTION

Municipalities throughout Ontario are required to comply with Ontario Regulation 170/03 made under the *Safe Drinking Water Act* (SDWA) since June 2003. The Act was passed following recommendations made by Commissioner O'Conner after the Walkerton Inquiry. The Act's purpose is to protect human health through the control and regulation of drinking-water systems. O. Reg. 170/03 regulates drinking water testing, use of licensed laboratories, treatment requirements and reporting requirements.

O. Reg. 170/03 requires the owner to produce an Annual Report, under Section 11. This report must include the following:

1. Description of system and chemical(s) used
2. Summary of any adverse water quality reports and corrective actions
3. Summary of all required testing
4. Description of any major expenses incurred to install, repair or replace equipment

This Annual Report must be completed by February 28 of each year.

The regulation also requires a Summary Report which must be presented and accepted by Council by March 31 of each year for the preceding calendar year reporting period.

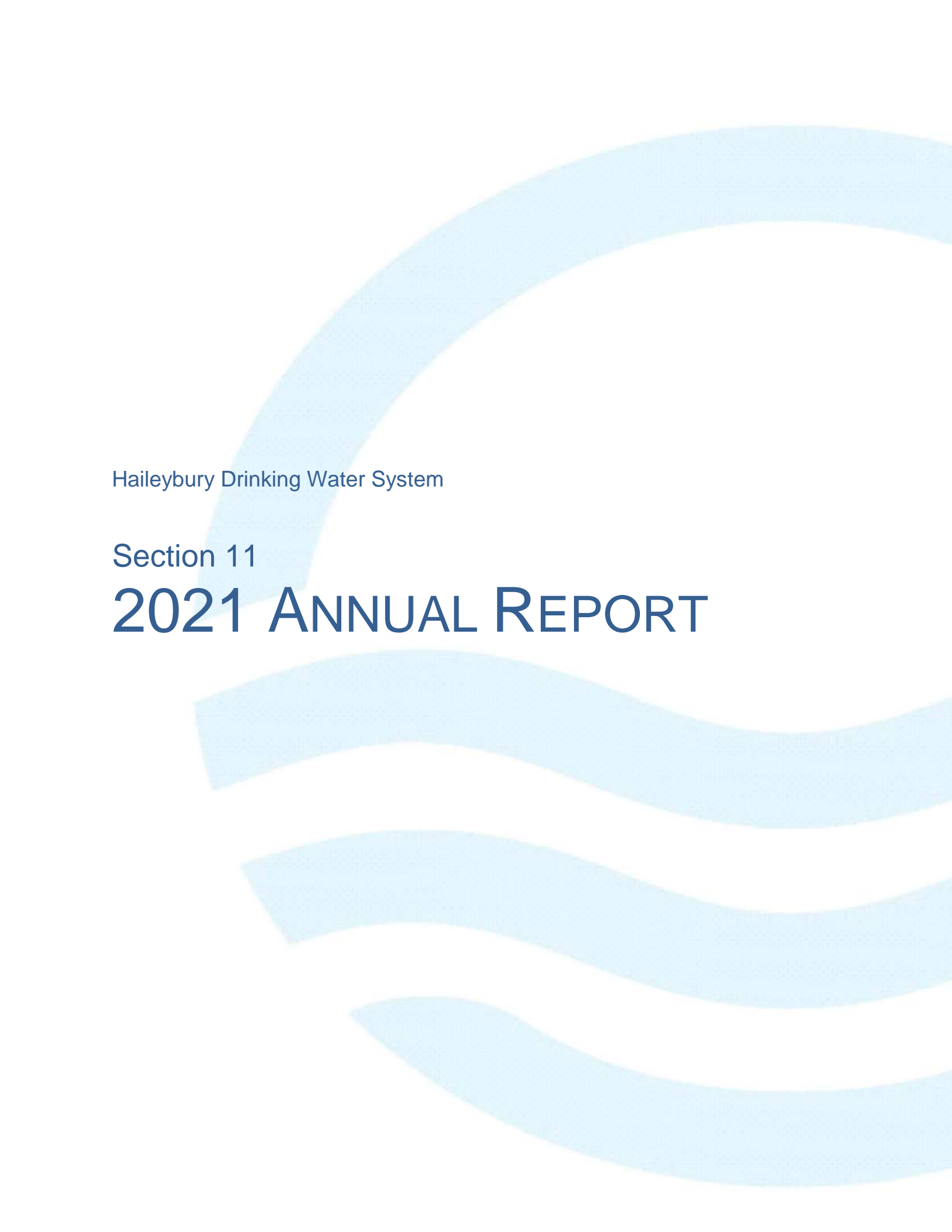
The report must list the requirements of the Act, its regulations, the system's Drinking Water Works Permit (DWWP), Municipal Drinking Water Licence (MDWL), Certificate of Approval (if applicable), and any regulatory requirement the system failed to meet during the reporting period. The report must also specify the duration of the failure, and for each failure referred to, describe the measures that were taken to correct the failure.

The *Safe Drinking Water Act*, 2002 and the drinking water regulations can be viewed at the following website: <http://www.e-laws.gov.on.ca>.

To enable the Owner to assess the rated capacity of their system to meet existing and future planned water uses, the following information is also required in the report.

1. A summary of the quantities and flow rates of water supplied during the reporting period, including the monthly average and the maximum daily flows.
2. A comparison of the summary to the rated capacity and flow rates approved in the systems approval, drinking water works permit or municipal drinking water licence or a written agreement if the system is receiving all its water from another system under an agreement.

The reports have been prepared by the Ontario Clean Water Agency (OCWA) on behalf of the Owner and presented to council as the 2021 Annual/Summary Report.



Haileybury Drinking Water System

Section 11

# 2021 ANNUAL REPORT



## Section 11 - ANNUAL REPORT

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### 1.0 INTRODUCTION

<b>Drinking-Water System Name</b>	<b>Haileybury Drinking Water System</b>
<b>Drinking-Water System Number</b>	210000309
<b>Drinking-Water System Owner</b>	The Corporation of the City of Temiskaming Shores
<b>Drinking-Water System Category</b>	Large Municipal, Residential System
<b>Reporting Period</b>	January 1, 2021 to December 31, 2021

**Does your Drinking-Water System serve more than 10,000 people?** No

**Is your annual report available to the public at no charge on a web site on the Internet?**

Yes at: <http://www.temiskamingshores.ca/en/index.asp>

**Location where Report required under O. Reg. 170/03 Schedule 22 will be available for inspection:**

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

#### ***Drinking-Water Systems that receive drinking water from the Haileybury Drinking Water System***

The Haileybury Drinking Water System provides all of its drinking water to the community of Haileybury within the City of Temiskaming Shores.

#### ***The Annual Report was not provided to any other Drinking Water System Owners***

The Ontario Clean Water Agency prepared the 2021 Annual/Summary Report for the Haileybury Drinking Water System and provided a copy to the system owner; the City of Temiskaming Shores. The Haileybury Drinking Water System is a stand-alone system that does not receive water from or send water to another system.

#### ***Notification to system users that the Annual Report is available for viewing is accomplished through:***

- Notice on the city's Facebook page
- Notice via a Community Bulletin in the local newspaper



## **2.0 HAILEYBURY DRINKING WATER SYSTEM (DWS No. 210000309)**

The Haileybury Drinking Water System is owned by the Corporation of the City of Temiskaming Shores and consists of a Class 3 water treatment subsystem and a Class 2 water distribution subsystem. It is a surface water system that services the communities of Haileybury and North Cobalt. The Ontario Clean Water Agency is the accredited operating authority and is designated as the Overall Responsible Operator for both the water treatment and water distribution facilities.

### ***Raw Water Supply***

The water treatment plant, located at 322 Browning Street obtains its raw water from Lake Temiskaming. A 197 m long, 450 mm diameter raw water intake pipe extends 168 m into the lake. The intake structure is an upturned bell inside a cribbed structure. The intake is approximately 12.5 m below the low recorded water level and 2 m above the lake bottom.

Water flows into the intake structure by gravity, through two removable inlet screens and is stored in the raw water wet well. The wet well contains a heated superstructure and has a storage volume of 37.2 m<sup>3</sup>. The low lift pumping station is equipped with three low lift duty pumps; all are vertical turbine pumps which operate on an alternating basis. A magnetic flow meter is located in the water treatment plant to monitor raw water flows. The raw water is also continuously monitored for pH, turbidity and temperature.

### ***Water Treatment***

Raw water is pumped to the water treatment building where it is injected with sodium carbonate (soda ash) for pH and alkalinity adjustment and aluminum sulphate for the coagulation/flocculation process. The process water undergoes rapid mixing, flows into two flocculation basins, where polymer is added as a coagulant aid and pH is continuously monitored. It is then directed to a settling tank for clarification. The process water flows through three dual media filters consisting of anthracite and silica sand. The filter system is equipped with an automated backwash sequence, filter-to-waste capabilities, air blower and an underdrain system. The backwash wastewater and the settled solids from the settling tank are discharged to the municipal sanitary system. On-line turbidity analyzers are used to monitor the turbidity off each filter.

After filtration, the process water is chlorinated and pH adjusted with soda ash before entering the dual celled clearwell. Three high lift pumps equipped with variable frequency drives (VFDs) are located at the end of the clearwell, where a magnetic flow meter is used to measure flow on the discharge main. In a separate room, with outside access only, a gas chlorine system equipped with automatic switchover is used for post-filtration chlorination in the clearwell. The water leaving the clearwell is continuously monitored for flow, pH, turbidity and free chlorine residual as it is directed to an off-site reservoir.





### ***Water Storage***

The Niven Street reservoir is a baffled contact tank consisting of two reservoirs and one pumping chamber that provide sufficient chlorine contact time to meet CT requirements. The water in the reservoir is monitored for free chlorine residual and level to ensure primary disinfection is achieved. An ammonium sulphate dosing system is used to chloramine the treated water before being gravity fed or pumped to the distribution system by four high lift pumps equipped VFDs. The water directed to the pressure zones are continuously monitored for pH, turbidity, pressure and total chlorine residual. The gravity fed zone is continuously monitored for flow and total chlorine residual.

### ***Control System***

The Haileybury Water Treatment System is controlled by a dedicated Programmable Logic Controller (PLC) and monitored through a Control System Supervisory Control and Data Acquisition (SCADA) system. All analyzing, monitoring and control module equipment information is routed through the SCADA system for operator monitoring and control. Control of equipment can be accomplished locally using the SCADA computer located at the Haileybury water treatment plant or remotely using operator computers and cell phones. Alarm capability and set point adjustment along with trend monitoring are also available through SCADA system controls.

### ***Emergency Power***

A 250 kW diesel generator with a 2000 L fuel tank is available outside of the main water treatment plant and is capable of supplying power to the facility during power failures.

A 200 kW diesel engine generator with a 1000 L fuel tanks is located outside of the Niven Street Reservoir to provide emergency power during emergencies.

### ***Distribution System***

The Haileybury drinking water system is classified as a Large Municipal Residential Drinking Water System that provides water to a population of approximately 4,200 residents. The distribution system has approximately 1940 service connections and is comprised of various pipe materials including 4" - 12" cast iron with lead joints or ductile iron, 10" and 12" asbestos cement, and PVC with mechanical joints. There are several isolation valves to allow for the repair and maintenance of selected sections of the distribution system, one air relief valve and four pressure reducing valves. Approximately 174 fire hydrants are connected to the system to aid in fire protection.

The system consists of four pressure zones. Zone 1 is a gravity fed area in downtown Haileybury, Zone 2 is an intermediate pressure region located at higher elevations along the west side of Haileybury, Zone 3 is an controlled pressure system which is fed off of the high pressure system and is located in the central part of Haileybury and North Cobalt and Zone 4 is a high pressure zone in North Cobalt. The water distribution piping system is continuous between



the four identified pressure zones; however the various zones are isolated from each other via closed valves.

### **3.0 LIST OF WATER TREATMENT CHEMICALS USED OVER THE REPORTING PERIOD**

The following chemicals were used in the Haileybury Drinking Water System treatment process:

Aluminum Sulphate (Alum) – Coagulation/Flocculation  
Ammonium Sulfate – Secondary Disinfection  
Chlorine Gas – Primary Disinfection  
Polyelectrolyte (Polymer) - Coagulant Aid  
Soda Ash – pH and Alkalinity Adjustment

All treatment chemicals meet AWWA and NSF/ANSI standards.

### **4.0 SIGNIFICANT EXPENSES INCURRED TO THE DRINKING WATER SYSTEM**

OCWA is committed to maintaining the assets of the drinking water system and sustains a program of scheduled inspection and maintenance activities using a computerized Work Management System (WMS).

Significant expenses incurred in the drinking water system include the following:

- Replaced filter No. 1 and 2 effluent butterfly vales
- Replaced the clearwell CL17 free chlorine residual analyzer
- Replaced raw water turbidity and pH-temperature probes
- Replaced soda ash exhaust timer and ammonia mixer timer
- Replaced butterfly valve for filter to waste No. 2
- Serviced chlorinator
- Installed smoke and carbon monoxide alarms and tie into alarm dialer
- Replaced butterfly valve for filter-to-waste on No. 2 filter

### **5.0 DETAILS ON NOTICES OF ADVERSE TEST RESULTS AND OTHER PROBLEMS REPORTED TO & SUBMITTED TO THE SPILLS ACTION CENTER**

Based on information kept on record by OCWA, two (2) adverse water quality incidents were reported to the Ministry's Spills Action Centre in 2021.



<b>Date</b>	<b>AWQI No.</b>	<b>Details</b>
June 29, 2021	154449	<p>Loss of pressure due to a Category 2 watermain break/repair on Niven Street. Construction services were being performed in the area. Contractor was digging to add water service to a new lot on Niven St. and broke the main water line. The main was isolated for repair resulting in a loss of pressure in Zone 2 and 3 with potential contamination in the gravity zone. The local Health Unit was notified and a precautionary boil water advisory (BWA) was issued for the entire community of Haileybury except for North Cobalt (zone 4).</p> <p>The repair was completed on June 29<sup>th</sup>. All material was disinfected and the system was flushed. Two sets of three bacteriological samples were collected (upstream, downstream and at the site of the break) on June 29<sup>th</sup> and 30<sup>th</sup>. Sample results indicated no total coliforms or <i>E.coli</i>. The BWA was lifted on July 1st at approximately 5:45 PM.</p> <p>Notifications and reports completed as required.</p> <p><u>Resolution:</u> Section 2B completed and emailed to MOE SAC, MOH and Owner on July 3, 2021.</p>
July 14, 2021	154655	<p>One (1) total coliform was detected in a drinking water sample collected on July 12<sup>th</sup> at 11:33 hours (CCR = 0.86 mg/L). The sample was collected in the Haileybury distribution system from an outside tap at the Brighter Futures building (379 Lakeview Road).</p> <p>Re-samples were collected as required under O. Regulation 170/03 on July 14<sup>th</sup> (upstream, downstream and at the site of the adverse result). No chlorine residuals were tested with these samples, so another set of re-samples were collected on July 15<sup>th</sup>. All sample results were acceptable having zero total coliforms (TC) and <i>E. coli</i>.</p> <p>Notifications and reports completed as required.</p> <p><u>Resolution:</u> Section 2B completed and emailed to MOE SAC, MOH and Owner on July 19, 2021.</p>

## 6.0 MICROBIOLOGICAL TESTING PERFORMED DURING THE REPORTING PERIOD

### Summary of Microbiological Data

<b>Sample Type</b>	<b># of Samples</b> (see Note 2)	<b>Range of <i>E.coli</i> Results</b> (min to max)	<b>Range of Total Coliform Results</b> (min to max)	<b># of HPC Samples</b>	<b>Range of HPC Results</b> (min to max)
<b>Raw</b>	52	0 to 60/NDOGT	0 to > 1000/NDOGT	N/A	N/A
<b>Treated</b>	52	0 to 0	0 to 0	52	< 10 to 1180
<b>Distribution</b>	156	0 to 0	0 to 1*	52	< 10 to 80

Maximum Acceptable Concentration (MAC) for *E. coli* = 0 CFUs/100 mL

MAC for Total Coliforms = 0 CFUs/100 mL

NDOGT = No Data, Overgrown with Target

"<" denotes less than the laboratory's method detection limit

">" denotes greater than the laboratory's method detection limit



## Notes:

1. One microbiological sample is collected and tested each week from the raw and treated water supply. A total of three microbiological samples are collected and tested each week from the Haileybury distribution system. At least 25% of the distribution samples must be tested for HPC bacteria.
2. \* One (1) total coliform was detected in a drinking water sample collected on June 12th at 11:33 hours (CCR = 0.86 mg/L). The sample was collected in the Haileybury distribution system from an outside tap at the Brighter Futures building (379 Lakeview Road).

## 7.0 OPERATIONAL TESTING PERFORMED DURING THE REPORTING PERIOD

### *Continuous Monitoring in the Treatment Process*

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
<b>Turbidity</b> (Filter 1)	8760	0.001 to 0.53	NTU	≤ 1.0
<b>Turbidity</b> (Filter 2)	8760	0.000 to 1.001*	NTU	
<b>Turbidity</b> (Filter 3)	8760	0.025 to 0.866	NTU	
<b>Free Chlorine</b> (Reservoir)	8760	1.09 to 3.75	mg/L	CT**

## Notes:

1. For continuous monitors 8760 is used as the number of samples.
2. \* Effective backwash procedures, including filter to waste and automatic filter shut down features (callout and filter to waste) are in place to ensure that the effluent turbidity requirements as described in the Filter Performance Criteria are met all times. Turbidity exceedances occur when two (2) readings are above 1 NTU for 15 minutes or more in a 24 hour period. Filters will backwash if turbidity reaches 0.7 NTU and will shut down and filter to waste at 1.0 NTU. The system performed as programmed and no high turbidity water was directed to the next phase of the process.
3. \*\* CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the Haileybury water plant if the free chlorine residual level drops below 0.30 mg/L to ensure primary disinfection is achieved.

### *Summary of Chlorine Residual Data in the Distribution System*

Parameter	No. of Samples	Range of Results (min to max)	Unit of Measure	Standard
<b>Combined Chlorine Residual</b>	376	0.26 to 2.02	mg/L	≥ 0.25 and < 3.0

## Notes:

1. A total of seven operational checks for chlorine residual in the distribution system are collected each week. Four (4) samples are tested one day and three (3) on a second day. The sample sets are collected at least 48-hours apart and samples collected on the same day are from different locations.

Refer to *Appendix B* for a monthly summary of the above operational data.

### *Summary of Nitrate & Nitrite Data (sampled at the plant's point of entry into the distribution every quarter)*

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
January 11	0.12	< 0.05	mg/L	No
April 12	0.32	< 0.05	mg/L	No
July 12	0.46	< 0.05	mg/L	No



Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
October 18	0.25	< 0.05	mg/L	No

Maximum Allowable Concentration (MAC) for Nitrate = 10 mg/L  
MAC for Nitrite = 1 mg/L

**Summary of Total Trihalomethane Data** (sampled in the distribution system every quarter)

Date of Sample	THM Result	Unit of Measure	Running Average	Exceedance
January 11	32.8	ug/L	62.7	No
April 12	39.7	ug/L		
July 12	94.2	ug/L		
October 18	84.0	ug/L		

Maximum Allowable Concentration (MAC) for Total Trihalomethanes = 100 ug/L (Four Quarter Running Average)

**Summary of Total Haloacetic Acid Data** (sampled in the distribution system every quarter)

Date of Sample	Result Value	Unit of Measure	Running Average	Exceedance
January 11	54	ug/L	63.5	No
April 12	54	ug/L		
July 12	72	ug/L		
October 18	74	ug/L		

Maximum Allowable Concentration (MAC) for Total Haloacetic Acid = 80 ug/L (Four Quarter Running Average)

**Summary of Most Recent Lead Data under Schedule 15.1**

(applicable to the following drinking water systems; large municipal residential systems, small, municipal residential systems, and non-municipal year-round residential systems)

The Haileybury Drinking Water System qualified for the 'Exemption from Plumbing Sampling' as described in section 15.1-5 (9-10) of Ontario Regulation 170/03. The exemption applies to a drinking water system if; in two consecutive periods at reduced sampling, not more than 10% of all samples from plumbing exceed the maximum allowable concentration of 10 ug/L for lead. As such, the system was required to test for total alkalinity and pH in three distribution samples collected during the periods of December 15 to April 15 (winter period) and June 15 to October 15 (summer period). This testing is required in every 12-month period with lead testing in every third 12-month period.

Two rounds of lead, alkalinity and pH testing were carried out on March 8<sup>th</sup> and September 22<sup>nd</sup> of 2021. Results are summarized in the table below.

**Lead Data** (sampled in the distribution system)

Date of Sample	# of Samples	Field pH (min to max)	Field Temperature (°C) (min to max)	Alkalinity (mg/L) (min to max)	Lead (ug/L) (min to max)
March 8	3	6.90 to 7.70	2.2 to 2.7	26 to 28	<0.1 to <0.1
September 22	3	8.11 to 8.75	10.4 to 14.2	47 to 48	0.1 to 0.7

**Note:** Next lead sampling scheduled for 2024

**Most Recent Schedule 23 Inorganic Data Tested at the Water Treatment Plant**

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Antimony	< 0.5	ug/L	6	No	No
Arsenic	< 1.0	ug/L	10	No	No
Barium	5.0	ug/L	1000	No	No
Boron	2.0	ug/L	5000	No	No
Cadmium	< 0.1	ug/L	5	No	No
Chromium	< 1.0	ug/L	50	No	No
Mercury	< 0.1	ug/L	1	No	No
Selenium	0.4	ug/L	50	No	No
Uranium	< 1.0	ug/L	20	No	No

**Note:** Sample required every 12 months (sample date = October 18, 2021)

**Most Recent Schedule 24 Organic Data Tested at the Water Treatment Plant**

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Alachlor	< 0.267	ug/L	5	No	No
Atrazine + N-dealkylated metabolites	< 0.5	ug/L	5	No	No
Azinphos-methyl	< 0.2	ug/L	20	No	No
Benzene	< 0.1	ug/L	1	No	No
Benzo(a)pyrene	< 0.01	ug/L	0.01	No	No
Bromoxynil	< 0.108	ug/L	5	No	No
Carbaryl	< 3.0	ug/L	90	No	No
Carbofuran	< 4.0	ug/L	90	No	No
Carbon Tetrachloride	< 0.2	ug/L	2	No	No
Chlorpyrifos	< 0.2	ug/L	90	No	No
Diazinon	< 0.2	ug/L	20	No	No
Dicamba	< 0.0946	ug/L	120	No	No
1,2-Dichlorobenzene	< 0.3	ug/L	200	No	No
1,4-Dichlorobenzene	< 0.3	ug/L	5	No	No
1,2-Dichloroethane	< 0.3	ug/L	5	No	No
1,1-Dichloroethylene (vinylidene chloride)	< 0.3	ug/L	14	No	No
Dichloromethane	< 1.0	ug/L	50	No	No
2-4 Dichlorophenol	< 0.2	ug/L	900	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	< 0.405	ug/L	100	No	No
Diclofop-methyl	< 0.135	ug/L	9	No	No
Dimethoate	< 0.2	ug/L	20	No	No
Diquat	< 0.5	ug/L	70	No	No
Diuron	< 10	ug/L	150	No	No
Glyphosate	< 20	ug/L	280	No	No
Malathion	< 0.2	ug/L	190	No	No
Metolachlor	< 0.133	ug/L	50	No	No

**Most Recent Schedule 24 Organic Data Tested at the Water Treatment Plant**

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Metribuzin	< 0.133	ug/L	80	No	No
Monochlorobenzene	< 0.5	ug/L	80	No	No
Paraquat	< 0.3	ug/L	10	No	No
Polychlorinated Biphenyls (PCBs)	< 0.06	ug/L	3	No	No
Pentachlorophenol	< 0.3	ug/L	60	No	No
Phorate	< 0.133	ug/L	2	No	No
Picloram	< 0.0946	ug/L	190	No	No
Prometryne	< 0.0667	ug/L	1	No	No
Simazine	< 0.2	ug/L	10	No	No
Terbufos	< 0.133	ug/L	1	No	No
Tetrachloroethylene	< 0.3	ug/L	10	No	No
2,3,4,6-Tetrachlorophenol	< 0.3	ug/L	100	No	No
Triallate	< 0.133	ug/L	230	No	No
Trichloroethylene	< 0.2	ug/L	5	No	No
2,4,6-Trichlorophenol	< 0.2	ug/L	5	No	No
2-methyl-4-chlorophenoxyacetic acid (MCPA)	< 6.76	ug/L	100	No	No
Trifluralin	< 0.133	ug/L	45	No	No
Vinyl Chloride	< 0.1	ug/L	1	No	No

**Note:** Sample required every 12 months (sample date = October 18, 2021)

**Inorganic or Organic Parameter(s) that Exceeded Half the Standard Prescribed in Schedule 2 of Ontario Drinking Water Quality Standards**

No inorganic or organic parameter(s) listed in Schedule 23 and 24 of Ontario Regulation 170/03 exceeded half the standard found in Schedule 2 of the Ontario Drinking Water Standard (O. Reg.169/03) during the reporting period.

**Most Recent Sodium Data Sampled at the Water Treatment Plant**

Date of Sample	Number of Samples	Result Value	Unit of Measure	MAC	Exceedance
October 10, 2017	1	23.9	mg/L	20	Yes
October 18, 2017 (resample)	1	21.0	mg/L	20	Yes

**Note:** Sample required every 60 months. Next sampling scheduled for October 2022.

The aesthetic objective for sodium in drinking water is 200 mg/L at which it can be detected by a salty taste. It is required that the local Medical Officer of Health be notified when the concentration exceeds 20 mg/L so that persons on sodium restricted diets can be notified by their physicians. The adverse sodium result was reported to the Ministry's SAC and the Timiskaming Health Unit on October 16, 2017 as required under Schedule 16 of O. Reg. 170/03 (AWQI# 137331).



***Most Recent Fluoride Data Sampled at the Water Treatment Plant***

Date of Sample	Number of Samples	Result Value	Unit of Measure	MAC	Exceedance
October 10, 2017	1	0.1	mg/L	1.5	No

**Note:** Sample required every 60 months. Next sampling scheduled for October 2022.

***Additional Testing Performed in Accordance with a Legal Instrument.*****Nitrosodimethylamine (NDMA)**

Condition 5.0 (5.1) of Schedule C to Municipal Drinking Water Licence (MDWL) #218-102 issued on July 23, 2021 requires sampling, testing and monitoring of Nitrosodimethylamine (NDMA). The sample is to be collected each quarter from the farthest point in the distribution system and not exceed the maximum allowable concentration (MAC) of 0.009 ug/L. Three (3) samples were collected in 2021 after the issuance of the license and results are summarized below.

***Summary of NDMA Data (sampled in the distribution system every quarter)***

Date of Sample	NDMA Result	Unit of Measure	Exceedance
August 25	0.0008	ug/L	No
October 18	0.0021	ug/L	No
October 25	0.0034	ug/L	No

Maximum Allowable Concentration (MAC) for NDMA = 0.009 ug/L

**Microcystins**

Condition 6.0 (6.1) of Schedule C to Municipal Drinking Water Licence (MDWL) #218-102 issued on July 23, 2021 requires the development of a Harmful Algae Bloom (HAB) monitoring, reporting and sampling plan by January 31, 2022. The plan must be implemented during the harmful algae bloom season, during but not limited to the warm seasonal period between June 1<sup>st</sup> and October 31<sup>st</sup> of each year, or as otherwise directed by the Medical Officer of Health. A Plan was developed for the Haileybury Drinking Water System in May 2021 and implemented during the summer season. The Plan includes visual monitoring of the HAB monitoring area at least once per week, sampling for microcystins each week on the raw and treated water with testing done on the raw water sample only unless microcystins are detected, then the treated sample is also tested and reporting to the Health Unit and the Ministry's Spills Actions Center if microcystins are detected in either the raw or treated samples or if a suspected bloom is observed.

Four incidents of suspected and/or confirmed blue green algae blooms occurred in Lake Temiskaming throughout the summer season.



### ***Incidents of Suspected OR Confirmed HABs***

<b>Date</b>	<b>Ref. No.</b>	<b>Details</b>
June 28, 2021	1-OEZZZ	Suspected harmful algae bloom observed on Lake Temiskaming. Raw and treated water samples had total microcystin results of <0.15 ug/L. Ministry tested the bloom for microcystin-LR = 0.53 ug/L
August 20, 2021	1-13W3MI	Suspected harmful algae bloom observed on Lake Temiskaming. Raw and treated water samples had total microcystin results of <0.15 ug/L
September 13, 2021	1-18XQDQ	A raw water sample collected on September 7, 2021 at 9:10 AM had a total microcystin result of 0.18 ug/L. A treated water sample was collected on the same day at 9:40 AM and no microcystins detected (<0.15 ug/L).  Additional raw and treated water sampling performed and microcystins detected in the raw water on September 20 <sup>th</sup> (0.29 ug/L) and September 27 <sup>th</sup> (<0.15 ug/L and 0.15 ug/L on a replicate test). Three consecutive set of results collected on October 4 <sup>th</sup> , October 12 <sup>th</sup> and October 22 <sup>nd</sup> indicated no detectable microcystins.
September 27, 2021	1-1AASK8	A raw water sample collected on September 20, 2021 at 7:55 AM had a total microcystin result of 0.29 ug/L. A treated water sample was collected on the same day at 9:30 AM and no microcystins were detected (<0.15 ug/L).  Three consecutive set of results collected on October 4 <sup>th</sup> , October 12 <sup>th</sup> and October 22 <sup>nd</sup> indicated no detectable microcystins.

The table below summarizes the microcystin results for the season.

### ***Summary of Microcystin Data***

<b>Sample Type</b>	<b># of Samples</b>	<b>Range of Microcystin Results (min to max)</b>	<b>Unit of Measure</b>	<b>Exceedance</b>
<b>Raw</b>	24	<0.15 to 0.29	ug/L	No
<b>Treated</b>	10	<0.15 to <0.15	ug/L	No

Maximum Allowable Concentration (MAC) for Microcystin-LR = 1.5 ug/L



Haileybury Drinking Water System

Schedule 22

# 2021 SUMMARY REPORT

## FOR MUNICIPALITIES

## Schedule 22 - SUMMARY REPORTS for MUNICIPALITIES

### 1.0 INTRODUCTION

<b>Drinking-Water System Name</b>	<b>Haileybury Drinking Water System</b>
<b>Municipal Drinking Water Licence (MDWL)</b>	218-102-6 (issued July 23, 2021)
<b>Drinking Water Works Permit (DWWP)</b>	218-202-5 (issued July 23, 2021)
<b>Permit to Take Water (PTTW)</b>	6133-82TLT7 (expired February 21, 2020) P-300-1067513491 (issued February 13, 2020)
<b>Reporting Period</b>	January 1, 2021 to December 31, 2021

### 2.0 REQUIREMENTS THE SYSTEM FAILED TO MEET

According to information kept on record by OCWA, the Haileybury Drinking Water System failed to meet the following requirements during the 2021 reporting period:

<b>Drinking Water Legislation</b>	<b>Requirement(s) the System Failed to Meet</b>	<b>Duration</b>	<b>Corrective Action(s)</b>	<b>Status</b>
Section 6-3(1)(b)) of Schedule 6 of O. Regulation 170/03	<p>Records did not confirm that chlorine residual tests were being conducted at the same time and at the same location that microbiological samples were obtained. O. Reg. 170/03 requires that if a water sample is required to be taken and tested for a microbiological parameter by O. Reg. 170/03, the owner and operating authority for the system shall ensure that another sample is taken at the same time from the same location and tested immediately for combined chlorine residual.</p> <p>On July 14th, 2021 distribution system samples were taken and tested for microbiological parameters as part of corrective actions required for AWQI No. 154655. Combined chlorine residuals were not taken at the same time and location as the microbiological sample.</p> <p>The operating authority took another set of microbiological</p>	July 14, 2021	<p>The operator who collected the samples in response to an adverse water quality incident (AWQI) thought chlorine residuals were not needed as only the microbiological sample result was adverse not the combined chlorine residual (1 TC detected in a distribution sample).</p> <p>A discussion with the operator was held to ensure that the requirements for microbiological sampling will be followed in the future.</p> <p>The operator collected a second set of resamples on July 15<sup>th</sup> with combined chlorine residuals.</p>	Complete



Drinking Water Legislation	Requirement(s) the System Failed to Meet	Duration	Corrective Action(s)	Status
	<p>samples on July 15th, 2021 with Combined chlorine residuals.</p> <p>Failure to ensure that another sample is taken at the same time from the same location as a sample taken and tested for microbiological parameters and test immediately for combined chlorine residual is a violation of Section 6-3(1)(b) of Schedule 6 of O. Reg. 170/03.</p>			

It should be mentioned that two (2) adverse water quality incidents were reported to the Ministry's Spills Action Center during the reporting period. Refer to Section 5.0 – *Details on Notices of Adverse Test Results and Other Problems Reported to & Submitted to the Spills Actions Center* on page 6 of this report for details.

### 3.0 SUMMARY OF QUANTITIES & FLOW RATES

#### ***Flow Monitoring***

Municipal Drinking Water Licence (MDWL) #218-102 requires the owner to install a sufficient number of flow measuring devices to permit the continuous measurement and recording of:

- the flow rate and daily volume of water conveyed from the treatment system to the distribution system, and
- the flow rate and daily volume of water conveyed into the treatment system.

The flow monitoring equipment identified in the MDWL is present and operating as required. These flow meters are calibrated on an annual basis as specified in the manufacturers' instructions.

#### ***Water Usage***

The following Water Usage Tables summarize the quantities and flow rates of water taken and produced during the 2021 reporting period, including average monthly volumes, maximum monthly volumes, total monthly volumes and maximum flow rates.



## Raw Water

### 2021 - Monthly Summary of Water Takings from the Source (Lake Temiskaming)

Regulated by Permit to Take Water (PTTW) #P-300-1067513491, issued February 13, 2020

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m <sup>3</sup> )	71450	66818	76563	69156	75510	82495	77480	81833	70777	73306	67984	71538	884910
Average Volume (m <sup>3</sup> /d)	2305	2386	2470	2305	2436	2750	2499	2640	2359	2365	2266	2308	2424
Maximum Volume (m <sup>3</sup> /d)	2489	2512	3235	2547	2780	3487	2881	3026	2704	2551	2528	2572	3487
PTTW - Maximum Allowable Volume (m <sup>3</sup> /day)	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816
Maximum Flow Rate (L/min)	4593	4047	4045	4301	3463	4712	4706	4730	4674	4561	4712	4730	4730
PTTW - Maximum Allowable Flow Rate (L/min)	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733

The system's Permit to Take Water #P-300-1067513491 allows the municipality to withdraw a maximum volume of 6816 cubic meters from Lake Temiskaming each day at a maximum flow rate of 4733 L/minute. A review of the raw water flow data indicates that the system did not exceed the maximum allowable volume or maximum flow rate during the reporting period.

## Treated Water

### 2021 - Monthly Summary of Treated Water Supplied to the Distribution System

Regulated by Municipal Drinking Water Licence (MDWL) #218-102 -(issue 3), issued July 23, 2021

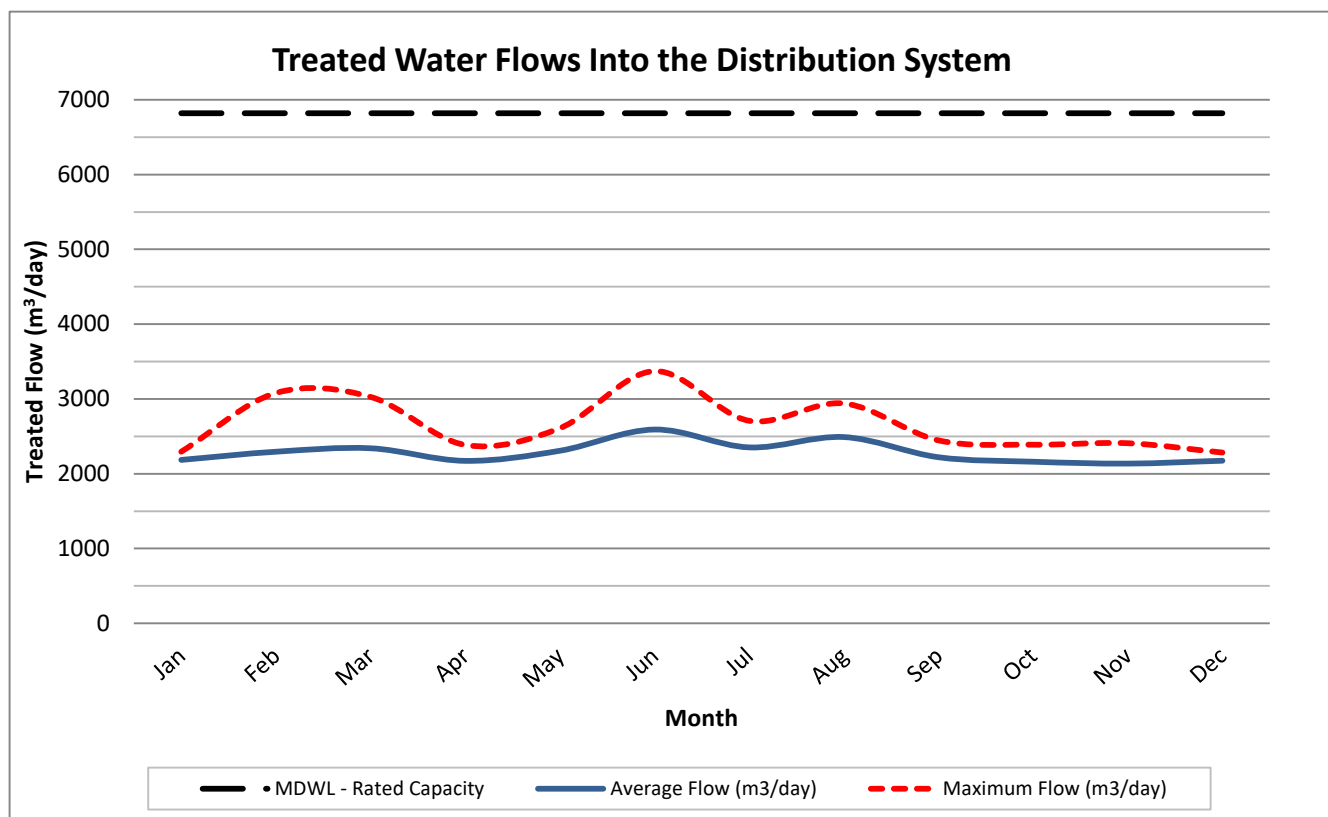
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m <sup>3</sup> )	67736	64245	72560	65169	71527	77731	72921	77204	66621	66984	64073	67398	834168
Average Volume (m <sup>3</sup> /d)	2185	2294	2341	2172	2307	2591	2352	2490	2221	2161	2136	2174	2285
Maximum Volume (m <sup>3</sup> /d)	2295	3079	3027	2385	2609	3372	2708	2940	2446	2388	2408	2283	3372
MDWL - Rated Capacity (m <sup>3</sup> /day)	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820

Schedule C, Section 1.0 (1.1) of MDWL No. 218-102 states that the maximum daily volume of treated water that flows from the treatment subsystem to the distribution system shall not exceed 6820 m<sup>3</sup>/day. The Haileybury DWS complied with this limit having a recorded maximum volume of 3372 m<sup>3</sup>/day on June 8<sup>th</sup>, which represents 49.4% of the rated capacity. Higher than normal flows were caused by a fire at Haileybury's Industrial Park.

Figure 1 compares the average and maximum flow rates into the distribution system to the approved rated capacity of the system as identified in the MDWL.

**Figure 1: 2021 - Comparison of Treated Water Flows to the Rated Capacity**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average Flow (m <sup>3</sup> /day)	2185	2294	2341	2172	2307	2591	2352	2490	2221	2161	2136	2174
Maximum Flow (m <sup>3</sup> /day)	2295	3079	3027	2385	2609	3372	2708	2940	2446	2388	2408	2283
MDWL - Rated Capacity	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820
% Rated Capacity	34	45	44	35	38	49	40	43	36	35	35	33







### ***Summary of System Performance***

The following information is provided to enable the Owner to assess the capability of the system to meet existing and future water usage needs:

Rated Capacity of the Plant (MDWL)	6820 m <sup>3</sup> /day	
Average Daily Flow for 2021	2285 m <sup>3</sup> /day	33.5 % of the rated capacity
Maximum Daily Flow for 2021	3372 m <sup>3</sup> /day	49.4 % of the rated capacity
Total Treated Water Produced in 2021	834,168 m <sup>3</sup>	

### ***Historical Flows***

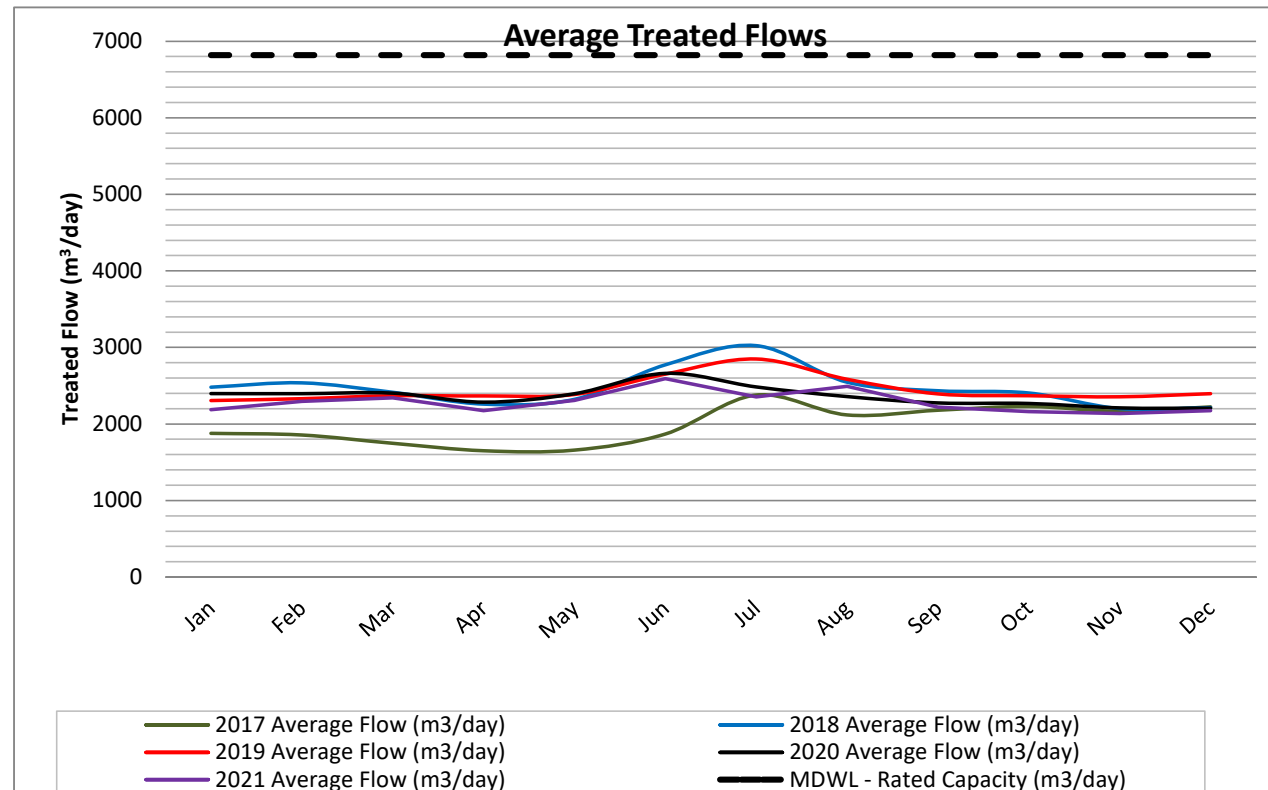
#### ***Haileybury Water Treatment Plant – Flow Comparison***

Year	Maximum Treated Flow (m <sup>3</sup> /d)	Average Daily Flow (m <sup>3</sup> /d)	Average Day % of Rated Capacity (6820 m <sup>3</sup> /d)
<b>2021</b>	<b>3372</b>	<b>2285</b>	<b>33.5%</b>
2020	3565	2362	34.6%
2019	2446	3486	51.1%
2018	4220	2467	36.2%
2017	2722	1996	29.3%

Figure 2 compares the average treated water flows from 2017 to 2021.

**Figure 2: Haileybury Water Treatment System - Average Treated Water Flows from 2017 to 2021**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017 Average Flow (m <sup>3</sup> /day)	1878	1856	1748	1650	1659	1869	2378	2118	2180	2229	2166	2223
2018 Average Flow (m <sup>3</sup> /day)	2481	2537	2414	2259	2322	2773	3023	2546	2434	2405	2201	2213
2019 Average Flow (m <sup>3</sup> /day)	2306	2330	2369	2367	2386	2651	2849	2584	2393	2369	2355	2396
2020 Average Flow (m <sup>3</sup> /day)	2397	2396	2403	2285	2395	2661	2484	2358	2275	2268	2210	2206
2021 Average Flow (m <sup>3</sup> /day)	2185	2294	2341	2172	2307	2591	2352	2490	2221	2161	2136	2174
MDWL - Rated Capacity (m <sup>3</sup> /day)	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820





## CONCLUSION

The water quality data collected in 2021 demonstrates that the Haileybury drinking water system provided high quality drinking water to its users having only one minor non-compliance during the reporting period. The system provides chloramination as secondary disinfection and failed to meet the regulatory limit for combined chlorine residual one day during the reporting period, but met the regulatory limit for free chlorine during that time.

The Haileybury Drinking Water System was able to operate in accordance with the terms and conditions of the Permit to Take Water and in accordance with the rated capacity of the licence while meeting the community's demand for water use.



# **APPENDIX A**

## Monthly Summary of Microbiological Test Results

**HAILEYBURY DRINKING WATER SYSTEM  
2021 SUMMARY OF MICROBIOLOGICAL TEST RESULTS**

RAW WATER	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	Total	Avg	Max	Min
Lake Timiskaming / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	35	28	> 1000/NDOGT	485	250	645	780	35	50	195	< 46	> 1000			1000/NDOGT	
Mean Lab	17.25	19	> 274.5	293.75	160.8	445	702.5	21.6	26.25	75	< 26.8	> 470.75		> 202.784		
Min Lab	8	14	> 6	100	82	280	610	8	5	20	< 2	> 38			?	2
Lake Timiskaming / E. Coli: EC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	< 5	4	15/NDOGT	< 5	< 4	< 5	< 10	5	20	60	< 10	16			60/NDOGT	
Mean Lab	< 2.75	< 2.5	< 5.25	< 4	< 2.4	< 5	< 7.5	< 3	< 10	23.75	< 6.6	< 8.5		< 6.608		
Min Lab	< 2	< 2	< 2	< 2	< 2	< 5	< 5	< 2	< 2	2	< 2	< 2				< 2
TREATED WATER	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	Total	Avg	Max	Min
Treated Water / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water / E. Coli: EC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water / HPC - cfu/mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	< 10	< 10	< 20	< 20	< 10	< 10	< 10	< 10	< 1180	< 10	< 10	< 10			1180	
Mean Lab	< 10	< 10	< 12	< 12.5	< 10	< 10	< 10	< 10	< 302.5	< 10	< 10	< 10		< 32.885		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
DISTRIBUTION WATER	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	Total	Avg	Max	Min
1st Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
1st Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	1*	0	0	0	0	0			1	
Mean Lab	0	0	0	0	0	0	0.25	0	0	0	0	0		0.019		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / HPC - cfu/mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	< 10	80	< 10	< 10	< 20	< 10	< 20	< 10	< 10	< 30	< 30	< 10			80	
Mean Lab	< 10	< 27.5	< 10	< 10	< 12	< 10	< 12.5	< 10	< 10	< 15	< 14	< 10		< 12.5		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
3rd Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
3rd Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	4	4	5	4	5	4	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0

**NOTES:**  
 NDOGT = No Data, Overgrown with Target  
 \* One (1) total coliform was detected in a drinking water sample collected on June 12th at 11:33 hours (CCR = 0.86 mg/L). The sample was collected in the Haileybury distribution system from an outside tap at the Brighter Futures building (379 Lakeview Road).



# **APPENDIX B**

## Monthly Summary of Operational Data

**HAILEYBURY DRINKING WATER SYSTEM  
2021 SUMMARY OF OPERATIONAL RESULTS**

<b>FILTERED WATER</b>	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	Total	Avg	Max	Min
Filter #1 / Turbidity (1 NTU) - NTU																
Max OL	0.53	0.43	0.23	0.41	0.253	0.3	0.304	0.149	0.172	0.25	0.129	0.195			0.53	
Mean OL	0.038	0.036	0.033	0.049	0.049	0.041	0.065	0.059	0.052	0.039	0.036	0.032		0.044		
Min OL	0.027	0.026	0.028	0.031	0.034	0.027	0.001	0.001	0.033	0.027	0.026	0.001				0.001
Filter #2 / Turbidity (1 NTU) - NTU																
Max OL	0.33	0.224	1.001	0.282	0.26	0.74	0.231	0.217	0.33	0.61	0.227	0.28			1.001	
Mean OL	0.038	0.034	0.034	0.046	0.047	0.042	0.057	0.052	0.046	0.036	0.037	0.033		0.042		
Min OL	0.03	0.03	0.02	0.03	0.03	0.03	0.00	0.00	0.03	0.03	0.03	0.00				0.00
Filter #3 / Turbidity (1 NTU) - NTU																
Max OL	0.866	0.38	0.58	0.829	0.305	0.65	0.583	0.25	0.553	0.58	0.151	0.364			0.866	
Mean OL	0.046	0.049	0.048	0.06	0.054	0.044	0.058	0.054	0.051	0.04	0.047	0.037		0.049		
Min OL	0.029	0.034	0.03	0.035	0.035	0.026	0.026	0.033	0.033	0.028	0.026	0.025				0.025
<b>TREATED WATER</b>	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	Total	Avg	Max	Min
Reservoir / Cl Residual: Free (0.3 mg/L) - mg/L																
Max OL	3.75	1.91	2.02	1.93	1.97	1.96	1.73	2.12	2.79	2.88	2.17	2.27			3.75	
Mean OL	1.604	1.665	1.764	1.679	1.702	1.587	1.437	1.855	2.157	2.24	1.933	1.933		1.796		
Min OL	1.42	1.48	1.44	1.42	1.34	1.31	1.09	1.35	1.66	1.81	1.71	1.63				1.09
<b>DISTRIBUTION WATER</b>	01/2021	02/2021	03/2021	04/2021	05/2021	06/2021	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	Total	Avg	Max	Min
1st Bacti/Residual / Cl Residual: Combined - mg/L																
Count IH	8	8	9	9	9	10	9	10	10	8	9	10	109			
Max IH	1.8	1.73	1.85	1.84	1.68	1.75	1.61	1.18	1.38	1.93	2.02	1.8			2.02	
Mean IH	1.241	1.189	1.246	1.327	1.278	1.47	1.139	0.72	0.941	0.979	1.657	1.415		1.216		
Min IH	0.91	0.85	0.69	0.94	0.8	0.75	0.38	0.26	0.48	0.3	0.85	0.88				0.26
2nd Bacti/Residual / Cl Residual: Combined - mg/L																
Count IH	8	8	9	9	9	10	9	9	9	8	9	10	107			
Max IH	1.85	1.65	1.54	1.62	1.65	1.74	1.46	1.19	1.57	1.96	1.98	1.87			1.98	
Mean IH	1.497	1.294	1.328	1.412	1.331	1.349	1.089	0.652	1.108	1.135	1.201	1.182		1.213		
Min IH	0.936	0.78	0.89	1.13	0.95	0.68	0.7	0.36	0.61	0.33	0.47	0.6				0.33
3rd Bacti/Residual / Cl Residual: Combined - mg/L																
Count IH	8	8	9	9	9	10	9	9	9	8	9	10	107			
Max IH	1.85	1.82	1.86	1.8	1.97	1.8	1.65	1.72	1.71	1.76	1.11	1.97			1.97	
Mean IH	1.243	1.589	1.649	1.674	1.286	1.318	1.193	1.42	0.794	1.019	0.716	1.314		1.268		
Min IH	0.7	1.09	0.99	1.07	0.53	0.7	0.87	0.69	0.43	0.46	0.45	0.84				0.43
4th Residual / Cl Residual: Combined - mg/L																
Count IH	4	4	5	4	5	4	4	5	5	4	5	4	53			
Max IH	1.71	1.76	1.79	1.85	1.89	1.58	1.47	1.58	1.65	1.84	1.96	1.88			1.96	
Mean IH	1.258	1.58	1.698	1.527	1.178	1.44	1.278	1.04	0.906	1.68	1.388	1.488		1.359		
Min IH	0.86	1.29	1.50	1.39	0.82	1.33	1.08	0.72	0.40	1.41	0.69	1.30				0.40

**NOTES:**

1. Filters will backwash if turbidity reaches 0.7 NTU and will shut down (callout and filter to waste) at 1.0 NTU. In 2020, the filters shut down during all high turbidity events.

2. CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the Haileybury water plant if the free chlorine residual level drops below 0.30 mg/L to ensure primary disinfection is achieved. No CT calculations were required during the reporting period.



**Subject:** Zubyck SkillZ Lease Agreement

**Report No.:**

RS-004-2022

**Agenda Date:**

March 1, 2022

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### **Attachments**

**Appendix 01:** Draft Lease Agreement (**Please refer to By-law No. 2022-045**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-004-2022; and
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Zubyck SkillZ Ltd. for the use of the Shelley Herbert-Shea Memorial Arena Dry Floor from May 1, 2022 to July 17, 2022, for consideration at the March 1, 2022 Regular Council meeting.

### **Background**

Zubyck SkillZ Ltd brought forward a proposal to staff for use of the Shelley Herbert-Shea Memorial Arena floor during summer of 2021. They had planned to use the space to provide various sports programming to area youth including hockey, basketball, soccer and track and field training.

Council considered administrative report RS-006-2021 at the March 16, 2021 Regular Council meeting and passed by-law 2021-040 being a by-law to enter into an agreement with Zubyck SkillZ Ltd. for the lease of the Shelley Herbert-Shea Memorial Arena Dry Floor Surface from May 1, 2021 to July 31, 2021.

Due to COVID-19 restrictions, SkillZ was not able to offer any programming in 2021 and no revenue was received by the City as per the COVID-19 clause within the agreement. Further, the renewal built into the agreement was not exercised and the agreement has lapsed.

Zubyck SkillZ Ltd reached out to staff in early 2022 to explore the possibility of agreeing to another 1-year lease for usage of the facility in the summer with the option to extend for an additional 5 years.

## **Analysis**

Analysis from previous years shows that the Shelley Herbert-Shea Memorial Arena is underutilized in the summer months. Over the past 5 years have been no years where the revenue received would exceed the expected revenue from this agreement. Additionally, the past three years had yielded a total of \$734.50 in revenue for rentals of the dry floor for this time period.

Staff reviewed the proposed agreement with SkillZ and are confident that the agreement will bring a net positive value to the City. The facility will be used to provide various youth sports training opportunities which will bring increased traffic to this area of the community during the summer months. This will be a new opportunity for local youths to participate in sport and recreation activities within the city.

Within the lease agreement is the mutual option for a five (5) year extension of the lease with a 2% annual increase to monthly rental payments.

## **Relevant Policy / Legislation / City By-Law**

- 2022 Recreation Services Budget
- Recreation Master Plan (2020)

## **Consultation / Communication**

- Consultation with City Manager throughout the project

## **Financial / Staffing Implications**

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

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

The total amount of revenue to be received in 2022 from this lease is estimated to be \$2,550.

Staff will be required to provide additional cleaning of the facility, which will be included within regular daily tasks. The additional hours necessary to clean the facility have been estimated to be 6 hours per week.

Our current revenue target for the facility is \$7,134 which includes the estimated amount from this lease.

## **Alternatives**

1. The City could release a Request-for-Proposals for use of the facility.
2. The City could decline Zubyck SkillZ Ltd. use of the facility.

## **Submission**

Prepared by:

Reviewed and submitted for Council's  
consideration by:

*"Original signed by"*

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*"Original signed by"*

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Mathew Bahm  
Director of Recreation

Christopher W. Oslund  
City Manager

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**Subject:** Bucke Park Operations Agreement 2022      **Report No.:** RS-005-2022

**Agenda Date:** March 1, 2022

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### **Attachments**

**Appendix 01:** Sole Source Justification

**Appendix 02:** Draft 2022 Agreement (**Please refer to By-law No. 2022-046**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-005-2022; and
2. That Council directs staff to prepare the necessary by-law to confirm the 2022 Bucke Park Operator's Agreement for consideration at the March 1, 2022 Regular Council meeting.

### **Background**

The City has had an agreement with Sylvain G. Gelineau to operate Bucke Park for the 2020 and 2021 seasons.

The park has operated with restrictions due to COVID-19 for each of those two years and despite those barriers, the park has seen record revenues and occupancy. Sylvain and his designates have been excellent stewards of the park providing an increased level of maintenance and cleaning to the grounds which was noticed by users and staff.

Our operator was also able to successfully fill the marina with boats docked for the entire season and it was noted that there were many people on boats who stopped at the park's marina. In addition, they were able to complete many small maintenance projects both around the park and within the washrooms.

The Recreation Master Plan notes that Bucke Park is a core natural asset of the City and a long-term comprehensive lease should be sought for the operations of the campground.

Before a long-term lease agreement can be sought, the City still must come up with a solution for the chalet on the property. The Recreation Department has been in touch with the city's Chief Building Official to inspect the building and will use their opinion to formulate next steps.

The proposed lease agreement was reviewed by the Recreation Committee at its regular meeting of February 14, 2022. The Committee subsequently passed the following recommendation:

*Recommendation RS-2022-006*

*Moved by: Mayor Carman Kidd*

*Be it resolved that:*

*The Recreation Committee hereby supports the sole source justification and further recommends that Council consider approving the one-year extension of the Bucke Park Operator's Agreement.*

**CARRIED**

The Corporate Services Committee also reviewed the proposed lease agreement and the sole source justification at its regular meeting on February 16, 2022. The Corporate Services Committee passed the following recommendation at the same meeting:

*Recommendation CS-2022-012*

*Moved by: Mayor Carman Kidd*

*Be it resolved that:*

*The Corporate Services Committee hereby supports the sole source justification and further recommends that Council consider approving the one-year extension of the Bucke Park Operator's Agreement.*

**CARRIED**

## **Analysis**

For 2022 operations, staff believe it is in the best interest of the City to sign an additional 1-year lease agreement with Sylvain G. Gelineau. Staff have noted a marked increase in the level of service, number of visitors and overall satisfaction of users throughout the previous two seasons. Those sentiments are confirmed when looking at the park's financial report from 2020 whereby a \$1,000 operational deficit in 2019 was improved to a \$25,000 operational surplus in 2020. In 2021 the park was able to finish the year with a \$15,000 surplus despite the City purchasing a new building to house the waterplant which cost approximately \$10,000.

A few minor issues throughout the year were noted and efforts by all parties have been made to improve operations further.

### **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 budget set for the Bucke Park 2022 Operator's Contract is \$17,250. The contract would set the fee for our operator at \$17,250 for the season.

Bucke Park had another very successful year financially with revenues increasing from \$67,412 to \$75,493. In the two years that Sylvain Gelineau has been contracted to operate the park revenues have increased by over \$29,000 from 2019 to 2021. Expenses have increased slightly but not in line with revenues and mostly due to increased maintenance and electricity usage.

### **Alternatives**

1. Council could direct staff to operate Bucke Park with City staff, however, a full review of operations would need to be undertaken to assess necessary staffing levels.
2. Council could direct staff to close Bucke Park as a public campground for the 2022 season.

### **Submission**

Prepared by:

Reviewed and submitted for Council's  
consideration by:

*"Original signed by"*

*"Original signed by"*

Mathew Bahm  
Director of Recreation

Christopher W. Oslund  
City Manager

## Single / Sole Source Justification

Attach this completed form to requisitions when competitive bids are not solicited.

Requested Single/Sole Source Supplier:

Company Name: Sylvain G. Gelineau

Contact Name: Sylvain Gelineau

Address: [REDACTED]

City: [REDACTED] Prov: ONT Postal Code: [REDACTED]

Phone Number: [REDACTED] E-mail: [REDACTED]

<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:**

Operations Service for the Bucke Park Campground in 2022

**Estimated Cost: \$**

\$17,250

**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.)
- ☒ 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.

Sylvain G. Gelineau was the operator of the park for the 2020 and 2021 season. Sylvain and his staff provided exemplary service for the park over the course of two difficult summer seasons. Staff noted that a number of maintenance tasks were completed throughout the season and general park tidiness was observed the entire summer both seasons. A review of financials from the 2021 season showed that revenues increased substantially for the second year in a row while expenses were kept in line with previous years. Revenue has increased from \$45,600 in 2019 to \$75,500 in 2021. Staff are proposing an additional 1-year contract for the 2022 season. Staff are working towards a long-term lease for park operations but need another short-term lease to operate in 2022.

Staff are comfortable with the proposed operations fee as it is the same as the fee paid over the previous five years and there is no expectation of receiving the same level of service at a lower cost. The contract would be for a single summer season without any extension options available to either city or operators.

Requested by: \_\_\_\_\_  
Department Head \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: \_\_\_\_\_  
City Manager \_\_\_\_\_ Date \_\_\_\_\_

Endorsed by: \_\_\_\_\_  
Council \_\_\_\_\_ Date \_\_\_\_\_



**Subject:** March 1, 2022, Public Health  
Measures

**Report No.:** RS-006-2022

**Agenda Date:** March 1, 2022

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### **Attachments**

**Appendix 01:** N/A

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-006-2022;
2. That Council directs staff to continue to require proof of vaccination to enter the Waterfront Pool and Fitness Centre (WPFC) until at least April 30, 2022;
3. That Council directs staff to no longer require the public to provide proof of vaccination to enter Municipal halls; and
4. That Council directs staff to continue to require proof of vaccination to enter Municipal Arenas until at least April 22, 2022.

**Or**

That Council direct staff to no longer require the public to provide proof of vaccination to enter Municipal Arenas.

### **Background**

As per various Ontario regulations beginning September 22, 2021, the City of Temiskaming Shores has been ensuring that everyone who enters indoor municipal recreation facilities shows proof of vaccination. This requirement has ensured that people who are much more likely to have serious negative outcomes from a COVID-19 infection are not able to enter indoor spaces where there is a much higher risk of COVID-19 transmission.

The City has been using a hybrid system of current city staff and specifically hired staff to check for proof of vaccination at municipal recreation facilities. WPFC desk staff check proof of vaccination when patrons enter the facility and screeners hired specifically to check proof of vaccination are scheduled at city arenas as needed. At municipal halls, the City has been using a combination of city staff and screeners.

As of February 22, 2022, 85.2% of people aged 12+ in Temiskaming have had at least two doses of a Health Canada approved COVID-19 vaccine.

The most recent Ontario COVID-19 Science Advisory Table estimates that people with at least 2-doses of an approved COVID-19 vaccine have 55.5% reduction in the number of cases compared to those who are unvaccinated.

PCR testing for COVID-19 has been severely restricted in the Province of Ontario since December 31, 2021. This has limited the availability of reliable data on the prevalence of COVID-19 in our community. Recently, wastewater testing for COVID-19 is now being used as a substitute to understand the prevalence within the community. Local wastewater data from the Haileybury WTP shows strong and continuing increases in the prevalence of COVID-19 since the beginning of January.

The Province of Ontario has stated that if public health and health care indicators continue to improve, the following public health and workplace safety measures will come into effect on March 1, 2022.

- capacity limits lifted in all indoor public settings
- proof of vaccination requirements lifted, with businesses being allowed to implement them voluntarily
- other protective measures, such as mask/face covering requirements and active/passive screening of patrons, will be in place
- public health units can deploy local and regional responses based on local health indicator

Further, in correspondence from the NOHA, they have indicated that they will be continuing their proof of vaccination policy through the remainder of the season. The NOHA requires all people aged 12+ who are team members, referees, and off-ice officials to be fully vaccinated.

## **Analysis**

At the time of writing (February 24, 2022), the Province has yet to release the new regulation with details of their planned changes to public health measures. If they move forward with the changes indicated, businesses and organizations will have the option to continue to require proof of vaccination beginning March 1<sup>st</sup> rather than it being a requirement. The Province has also stated that the Verify Ontario App and QR codes will still be available to use past March 1<sup>st</sup>.

Staff are recommending that proof of vaccination continue to be required for anyone 12+ to enter the WPFC. There is a higher risk of transmission at the WPFC for both staff and patrons due to several factors including a relatively low air volume in the facility, the ability for patrons to remove their masks while working out in those enclosed spaces, and the presence of multiple staff throughout the day. Further, there is no ongoing additional cost to the city to continue requiring proof of vaccination at the WPFC as current staff complete the checks as part of their regular duties.

The City hired screeners to check proof of vaccination at municipal arenas since September 2021. The estimated cost to continue to schedule screeners for all ice bookings in March and April is estimated to be approximately \$6,500. However, this could be further lowered significantly if the City were to only check for proof of vaccination on a randomized basis, targeting dates and times where spectators are expected such as during upcoming NOHA playdowns.

Checking proof of vaccination during weekends at our municipal arenas until ice is removed would be a realistic compromise to ensure the safest environment possible for staff and the public. While there is a lower risk for masked spectators seated in the arena bowls, there is a greatly increased risk during dressing room use and while congregating in lobby areas. Both municipal arena lobbies have a relatively low air volume and with a concession, there is a higher risk for those who eat or drink at the arenas due to the removal of masks. Staff also note that general mask compliance is waning, and dressing rooms are poorly ventilated.

At municipal halls, staff are not recommending continuing proof of vaccination requirements. There is a lower risk at these facilities due to a larger air volume and ability for staff to limit capacities in these spaces for high-risk events like wedding receptions.

On February 4, 2022, EKOS, a national research/polling firm, released results of a national randomized sample of the thoughts of Canadians on proof of vaccination. Their

results showed that 65% of Canadians supported and 27% opposed proof of vaccination requirements for sporting events.

### **Relevant Policy / Legislation / City By-Law**

- [O. Reg. 364/20](#)
- 2022 Recreation Services Budget

### **Consultation / Communication**

- Consultation with City Manager throughout the project
- Ontario Science Table Data (<https://covid19-sciencetable.ca/ontario-dashboard/>)
- THU Vaccine Website (<https://www.timiskaminghu.com/90513/COVID-19-Vaccine>)
- EKOS Politics – Support for Proof of Vaccination Results (<https://www.ekospolitics.com/index.php/2022/02/the-essential-pandemic-reduced-to-one-chart/>)

### **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 ☐

Should Council wish for screeners to continue checking proof of vaccination at municipal arenas during weekends where spectators are expected the estimated cost to do so would be approximately \$3,500.

### **Alternatives**

Council could direct staff to no longer check proof of vaccination at any municipal recreation facility.

Council could direct staff to check proof of vaccination for all municipal recreation facilities including halls.

### **Submission**

Prepared by:

Reviewed and submitted for Council's  
consideration by:

*Original signed by*

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*“Original signed by”*

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Mathew Bahm  
Director of Recreation

Christopher W. Oslund  
City Manager

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2022-037**

**Being a by-law to amend By-law No. 2019-018, as amended to appoint  
community representatives to various Committees and Boards for the  
2019-2022 Term of Council**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

**Whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

**Whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

**Whereas** Council adopted By-law No. 2019-018 to appoint community representatives to various Committees and Boards for 2019-2022 term of Council; and

**Whereas** Penny Durrant tendered her resignation as community representative on the New Liskeard Business Improvement Area Board of Management, effective February 9, 2022.

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

1. That Schedule "A" to By-law No. 2019-018, as amended be further amended by removing Penny Durrant as community representative on the New Liskeard Business Improvement Area Board of Management for the 2019-2022 Term of Council; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 1<sup>st</sup> day of March, 2022.

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Mayor

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Clerk

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2022-038**

**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 (440 Arnold Drive, Roll No. 54-18-030-005-254.00)**

**Whereas** Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control; and

**Whereas** Council considered Memo No. 009-2022-CS at the March 1, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to deem PLAN M128NB LOTS 74, 72 PCL 23461SST PT, 23603SST, to no longer be lots on a plan of subdivision for consideration at the March 1, 2022 Regular Council meeting.

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
  - PLAN M128NB LOTS 74, 72 PCL 23461SST PT, 23603SST;
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.

7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. 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 1<sup>st</sup> day of March, 2022.

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Mayor

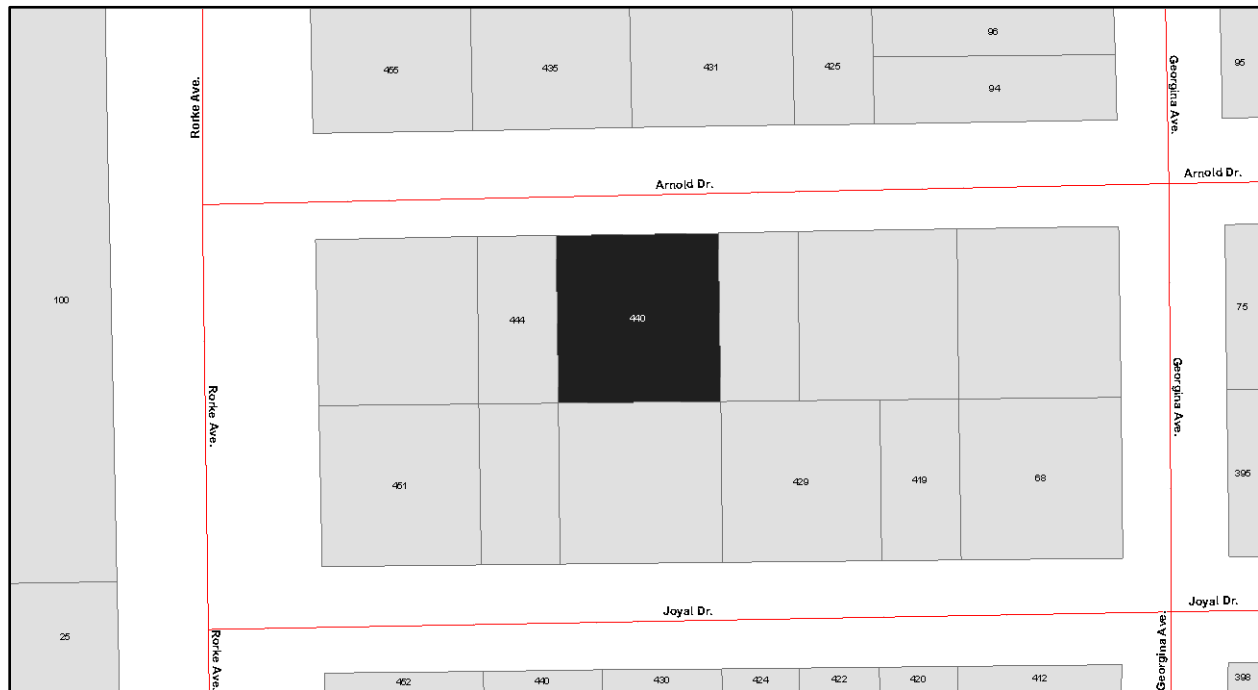
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Clerk



Schedule “A”

City of Temiskaming Shores – PLAN M128NB LOTS 74, 72 PCL 23461SST PT,  
23603SST



# **The Corporation of The City of Temiskaming Shores**

## **By-law No. 2022-039**

### **Being a By-law to amend By-law No. 2017-154 to rezone 118072 Sales Barn Road from the Prime Agricultural (A1) Zone to the Prime Agricultural Exception 10 (A1-10) Zone to permit a reduced lot area and a reduced interior side setback (Roll No. 5418-020-002-160.00)**

**Whereas** pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited; and

**Whereas** By-law No. 2017-154 regulates the use of land and the use and erection of buildings and structures within the Corporation of the City of Temiskaming Shores; and

**Whereas** Council considered Administrative Report No. CS-009-2022 at the Regular Council meeting held on March 1, 2022, and directed staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 to rezone the property from Prime Agricultural (A1) to Prime Agricultural Exception 10 (A1-10); and

**Whereas** the Council of the Corporation of the City of Temiskaming Shores deems it advisable to amend By-law No. 2017-154 as hereinafter set forth.

**Now therefore be it resolved that** the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. The property affected by this By-law is located at 118072 Sales Barn Road; DYMOND CON 4 S PT LOT 12 PCL 7919SST.
2. By-law No. 2017-154 is hereby amended as follows:
  - (a) Schedule 'C4' and 'D4' of By-law 2017-154 is hereby amended by rezoning the affected property from "Prime Agricultural (A1) Zone" to "Prime Agricultural Exception 10 (A1-10) Zone" in accordance with the provisions of this By-law.
  - (b) By-law No. 2017-154, as amended, is hereby further amended by adding the following information in the 'A1-10' row in Section 9.5.1:

Exception	By-law	Location	Schedule	Special Provisions
A1-10	<b>2022-039</b>	118072 Sales Barn Road; DYMOND CON 4 S PT LOT 12 PCL 7919SST	C4 & D4	<ul style="list-style-type: none"><li>• The following lot requirements apply:<ul style="list-style-type: none"><li>• Minimum lot area shall be 32.4 hectares;</li><li>• Minimum interior side yard for the existing western-most building shall be 1.5 metres</li></ul></li></ul>

3. This By-law shall come into full force and effect in accordance with Section 34 (19) of the *Planning Act*, R.S.O. 1990.

**Read a first, second and third time and finally passed** this 1<sup>st</sup> day of March, 2022.

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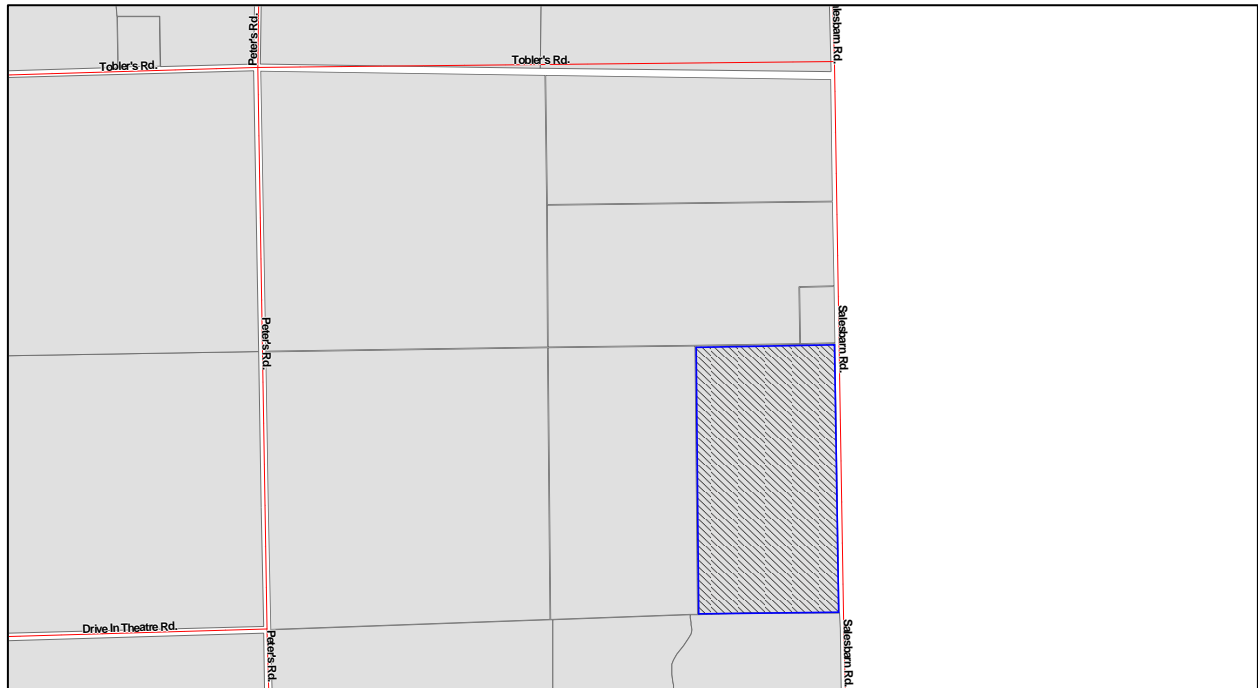
Mayor

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Clerk

**Schedule 'A' to By-law 2022-039**

**118072 Sales Barn Road; DYMOND CON 4 S PT LOT 12 PCL 7919SST**



Rezoned from Prime Agricultural (A1) to Prime Agricultural  
Exception 10 (A1-10)

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2022-040**

**Being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre**

**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 CS-010-2022 at the March 1, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre, based on a rental increase of 2% for 2022 (\$23.50 per sq. ft.), for consideration at the March 1, 2022 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 an Agreement with the Haileybury Family Health Team for the rental of space **(Room 215)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “A”** and forming part of this by-law;
2. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Rooms 221)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “B”** and forming part of this by-law;
3. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 236)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “C”** and forming part of this by-law;
4. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 238)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “D”** and forming part of this by-law;
5. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 239)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “E”** and forming part of this by-law;

6. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “F”** and forming part of this by-law;
7. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 242)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “G”** and forming part of this by-law;
8. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 250)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “H”** and forming part of this by-law; and
9. 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 1<sup>st</sup> day of March, 2022.

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Mayor

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Clerk

**Schedule “A” to By-law No. 2022-040**

Dated this 1st day of March, 2022

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 215)

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**LEASE**

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Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 1st day of March, 2022.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **84 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2022** and ending on the **31<sup>st</sup> day of March, 2023**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum **\$164.50** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in Appendix 01 attached hereto and forming part of this agreement.



**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

**Schedule “B” to By-law No. 2022-040**

Dated this 1st day of March, 2022

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 221)

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**LEASE**

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Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 1st day of March, 2022.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

**1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **272 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

TOGETHER with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1st day of April, 2022** and ending on the **31st day of March, 2023**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$532.67** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

**Schedule “C” to By-law No. 2022-040**

Dated this 1st day of March, 2022

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 236)

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**LEASE**

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Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
POJ 1K0

**This Lease** made this 1st day of March, 2022.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

**1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **144 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

**together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1st day of April, 2022** and ending on the **31st day of March, 2023**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$282.00** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Tenant**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

**Schedule “D” to By-law No. 2022-040**

Dated this 1st day of March, 2022

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 238)

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**LEASE**

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Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0



**This Lease** made this 1st day of March, 2022.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

**1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **96 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1st day of April, 2022** and ending on the **31st day of March, 2023**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$188.00** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

**Schedule “E” to By-law No. 2022-040**

Dated this 1st day of March, 2022

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 239)

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**LEASE**

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Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 1st day of March, 2022.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

**1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **84 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1st day of April, 2022** and ending on the **31st day of March, 2023**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$164.50** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

**Schedule “F” to By-law No. 2022-040**

Dated this 1st day of March, 2022

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 240)

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**LEASE**

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Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 1st day of March, 2022.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **456 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1st day of April, 2022** and ending on the **31st day of March, 2023**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$893.00** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley



**Schedule “G” to By-law No. 2022-040**

Dated this 1st day of March, 2022

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 242)

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**LEASE**

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Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 1st day of March, 2022.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

**1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **240 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1st day of April, 2022** and ending on the **31st day of March, 2023**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$470.00** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

**Schedule “H” to By-law No. 2022-040**

Dated this 1st day of March, 2022

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 250)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 1st day of March, 2022.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **88 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1st day of April, 2022** and ending on the **31st day of March, 2023**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$172.33** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

## **Appendix 01 General Covenants**

### **1. Tenant's Covenants**

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, elevators, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add a health team member to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;

- g) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00p.m. and 11:00p.m. during the last month of the term;
- i) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain medical equipment is to be installed, including wall mounted byfercator, otoscope and blood pressure apparatus to be placed at convenient places as designated by the Tenant;
- j) **Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;
- k) **Termination by Tenant** – Notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, he shall be entitled to terminate this lease upon giving 60 days written notice to the Landlord and upon payment to the Landlord of a penalty equal to three months rental and they must have the property vacated by the final day of their 60 days notice.
- l) **Monthly tenancy** – If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Lands and Building and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration.
- m) **Insurance** - The tenant shall maintain adequate insurance coverage on its equipment, supplies, inventory and the Tenant's fixtures and all other property belonging to it. The Tenant agrees to not carry on or permit to be carried on any business in the Building which may make void or voidable any insurance held by the Landlord or other occupants of the Building.



The tenant will keep in force a full policy of public liability insurance with respect to the business operated by the Tenant in the Leased Premises. The policy shall name the Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 days written notice. A certificate of such insurance shall be delivered to the Landlord prior to the commencement of the term and, so far as renewals are concerned, thirty days prior to the expiry of any such policy.

## 2. Landlord's covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates levied against the premises or to the Landlord on account thereof;
- c) **Access** - to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance and the stairways and corridors of the building leading to the premises;
- d) **Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- e) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- f) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting is done daily five days of the week;
- g) **Heat** - to heat the premises;
- h) **Plug-ins** - to provide outside plug-in service for not less than 18 cars in the staff parking area adjacent the premises;
- i) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- j) **Notice** – the Landlord can terminate the lease upon giving 60 days written notice in accordance with the provisions stated in the Tenant Protection Act; and
- k) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises and its fixtures for the full value thereof and shall

maintain such insurance throughout the term of this Lease and any renewal thereof. Such policy shall contain a waiver of subrogation as against the Tenant and its employees and officers.

### 3. **Provisos**

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of re-building or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfil, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;

- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- i) **Right of termination** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full

to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;

- j) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- k) **Overholding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.
- l) **Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a persona designate to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;
- m) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any

such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;

- n) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at P.O. Box 2050, Haileybury, Ontario, P0J 1K0 and in the case of notice to the Tenant, to P.O. Box 2010, Haileybury, Ontario, P0J 1K0. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

#### **4. Headings**

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

#### **5. Effect of Lease**

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2022-041**

**Being a by-law to authorize the use of a hybrid system using vote tabulators for the 2022 Municipal Election and the use of internet and telephone voting for the 2022 Municipal & School Board Elections**

**Whereas** Section 42(1)(a) of the Municipal Elections Act, 1996, provides that the Council of a municipality may, by by-law, authorize the use of voting and vote-counting equipment such as vote tabulators; and

**Whereas** Section 42(1)(b) of the Municipal Elections Act, 1996, provides that the Council of a municipality may, by by-law, authorize electors to use an alternative voting method, such as voting by mail or by telephone, that does not require electors to attend at a voting place in order to vote; and

**Whereas** the Council of The Corporation of the City of Temiskaming Shores considers it desirable to utilize vote tabulators and such alternative methods at the 2022 Municipal Elections, to ensure greater accessibility of all voters to exercise their individual and democratic right; and

**Whereas** Council considered Administrative Report CS-011-2022 at the March 1, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to authorize the use of a hybrid system using vote tabulators for the 2022 Municipal Election and the use of internet and telephone voting for the 2022 Municipal and School Board Elections, for Council consideration at the March 1, 2022 Regular 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 hereby authorizes the use of vote tabulators for the purpose of counting votes at the 2022 Municipal Election as per Section 42 of the Municipal Elections Act, 1996 and the procedures for the use of vote-counting equipment is hereto attached as Schedule "A" and forms part of this by-law.
2. That the use of Internet and Telephone voting as an alternative voting method that does not require electors to attend a voting place to vote is hereby authorized for the Municipal and School Board Elections to be held in 2022.
3. That the use of vote tabulators and the alternative voting methods of internet and telephone will be used for the advanced voting period and on Voting Day.
4. No proxy voting provisions are applicable at the Municipal and School Board Elections conducted in accordance with this by-law.

**Read a first, second and third time and finally passed** this 1<sup>st</sup> day of March, 2022.

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Mayor

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Clerk

## **Procedure for use of Vote Tabulators**

### **1. Definitions**

In this procedure:

- 1.1 **Memory Pack** means a cartridge that is a removable, battery-sustained memory where all tabulated totals are stored with the subdivision program;
- 1.2 **Security Folder** means an apparatus in which a ballot can be placed so as to conceal the names of the candidates and the marks upon the face of the ballot and so as to expose the initials of the Deputy Returning Officer (“DRO”);
- 1.3 **Vote Tabulator** means an apparatus that optically scans a specified area on the ballots to read the votes and tabulate the results.

### **2. General Provision**

This procedure applies to an election conducted by a municipality that has passed a by-law under section 42 of the *Municipal Elections, Act 1996* (the “Act”) authorizing the use of vote tabulators at voting places.

Where this procedure does not provide for any matter, an election to which this procedure applied shall be conducted in accordance with the principles of the Act.

### **3. Election Officers**

The Municipal Clerk may appoint election officers for the purposes of this procedure and may designate their titles and duties.

### **4. Voting Subdivisions**

The Municipal Clerk may divide the municipality into voting subdivisions. There will be various voting subdivisions for the 2018 Municipal Election.

### **5. Ballot**

There shall appear on the ballot to the right of each candidate’s name a space suitable for the marking of the ballot in the shape of an oval.

### **6. Vote Tabulators**

The Municipal Clerk shall provide a vote tabulator at each of the voting places.

### **7. Programming of Vote Tabulators**

- 7.1 The vote tabulator shall be programmed so that a printed record of the number of votes cast for each candidate can be produced.
- 7.2 The vote tabulator shall be programmed so that the following ballots are returned to the Deputy Returning Officer (“DRO”) as described:



- (a) a ballot with votes in excess of the number of specified voting spaces required as determined by a vote tabulator with the message “Over Voted”;
- (b) a ballot that is damaged or defective or has been marked in such a way that it cannot be properly processed by a vote tabulator with the message “Ballot Misread”.

## **8. Testing of Vote Tabulators**

- 8.1 Within twenty-one (21) days before voting day, the Municipal Clerk shall test the vote tabulators to ensure that they will accurately count the votes cast for all candidates.
- 8.2 When testing the vote tabulator, adequate safeguards shall be taken to ensure that the system, or any part of it, that is used for processing and tabulating votes is isolated from all other applications or programs and that no remote devices are capable of gaining access to the vote tabulator.
- 8.3 The test shall be conducted by:
  - (a) loading the memory into the vote tabulators;
  - (b) tabulating a pre-audited group of ballots including ballots that fall into each of the categories of ballots described in clause 9.12 (f) (ii) to (v) and ballots on which are recorded a predetermined number of valid votes for each candidate; and
  - (c) comparing the output of the tabulation against the pre-audited results.
- 8.4 The Municipal Clerk shall, at the successful completion of the test, seal the memory pack of the vote tabulator.
- 8.5 If the Municipal Clerk detects an error in the test, the cause of the error shall be ascertained and corrected and the test repeated until an errorless count is made.

## **9. Procedure at the Voting Place**

- 9.1 If a vote tabulator is to be used in a voting place, the Accu Vote Tabulator Clerk (“AVT Clerk”) or election officer shall, in the presence of all scrutinizers, if any, cause the vote tabulator to print a copy of all totals in its memory pack one hour or less before the opening of the voting.
- 9.2 If the total are zero for all candidates, the AVT Clerk or election officer shall ensure that the zero printout remains affixed to the vote tabulator until the results are printed by the vote tabulator after the close of the vote.
- 9.3 If the totals are not zero for all candidates, by-laws and questions, the AVT Clerk or election officer shall, immediately notify the Municipal Clerk and shall conduct the vote using the back-up compartment of the ballot box until the vote tabulator

- is made operational or the Municipal Clerk provides a back-up tabulator to the voting location.
- 9.4 The Municipal Clerk may assign an election assistant, in addition to the DRO, to initial a ballot before the ballot is delivered to a voter.
- 9.5 The DRO or an election officer shall provide a secrecy folder to each person to whom a ballot is provided at the same time as the ballot is provided.
- 9.6 After marking the ballot in the voting compartment, the voter shall:
- (a) insert the ballot into the secrecy folder;
  - (b) leave the compartment without delay; and
  - (c) deliver the secrecy folder containing the ballot to the AVT Clerk.
- 9.7 The AVT Clerk shall verify the initials of the DRO in the presence of the voter without removing the ballot from the secrecy folder or if the ballot presented is not in a secrecy folder, ask the voter to hand the ballot face down, in order to conceal his choices, and
- (a) if a vote tabulator is available in the voting place, insert the secrecy folder containing the ballot, with the initials of the DRO face down, into the feed area of the vote tabulator until the vote tabulator draws the ballot from the secrecy folder in full view of the voter, or
  - (b) if a vote tabulator is not available in the voting place, place the ballot with the initials of the DRO face down, directly into the ballot box from the secrecy folder in full view of the voter.
- 9.8 If a vote tabulator is available in the voting place but fails to operate, the AVT Clerk shall:
- (a) insert the ballot into the back-up compartment of the ballot box; and
  - (b) subject to subsection 9.13 insert the ballots into the feed area of the vote tabulator after the close of the voting.
- 9.9 If a ballot described in subsection 7.2 (i.e. over voted ballot or damaged or defective ballot) is returned by the vote tabulator and the voter who delivered the ballot is present, the AVT Clerk shall:
- (a) in the case of an over voted ballot direct the elector back to the DRO and the DRO shall mark the ballot “cancelled”, place the ballot in the cancelled ballot envelope and provide another ballot to the voter;
  - (b) in the case of a damaged or defective ballot direct the elector back to the DRO and the DRO shall mark the ballot “cancelled”, place the ballot in the cancelled ballot envelope and provide another ballot to the voter.

- 9.10 If a ballot described in subsection 7.2 (i.e. over voted ballot or damaged or defective ballot) is returned by the vote tabulator and the voter who delivered the ballot is present and declines to accept another ballot, the AVT Clerk shall override the ballot so that the AccuVote accepts the ballot. If the ballot cannot be overridden the AVT Clerk will mark the ballot “declined” and return it to the DRO who issued it.
- 9.11 If a ballot described in subsection 7.2 (i.e. over voted ballot or damaged or defective ballot) is returned by the vote tabulator and the voter who delivered the ballot is not present, the AVT Clerk shall make the ballot “defective” and insert the ballot into the back-up compartment of the ballot box. After the close of the voting, and in conjunction with the Poll Supervisor:
- (a) where there are no marks in the specified voting spaces, the AVT Clerk will override the ballot for acceptance by the tabulator. Should the tabulator still fail to accept the blank ballot in override mode, the AVT Clerk shall mark the blank ballot “declined” and return it to the DRO who assigned it for accounting purposes;
  - (b) where there are marks in the specified voting spaces:
    - (i) prepare a replacement ballot for the defective ballot by duplicating the marks shown on the defective ballot to the replacement ballot. The replacement ballot shall be clearly labeled “replacement” and given a serial number which number shall also be recorded on the defective ballot;
    - (ii) substitute the replacement ballot for the defective ballot and tabulate it;
    - (iii) for accounting purposes, give the defective ballot to the DRO who provided the replacement ballot. The DRO will place the defective ballot in the appropriate envelope.
- 9.12 If a vote tabulator has been used to tabulate the votes cast in a voting place, the AVT Clerk shall, after the close of the voting, check the back-up compartment of the ballot box for ballots to ensure all votes are tabulated. Once all votes are tabulated including those noted in Section 9.11, the AVT Clerk shall:
- (a) secure the vote tabulator against receiving any more ballots;
  - (b) obtain a printed record of the votes given for each candidate;
  - (c) sign the certificate portion of the printed record along with the Poll Supervisor and any scrutinizers who are present and wish to sign;
  - (d) remove the printed record from the vote tabulator and place it in the statement envelope;
  - (e) provide printouts for any scrutinizer upon request;
  - (f) under supervision of the Poll Supervisor collect all completed DRO Statements of Ballot Account for return to the Municipal Clerk which define:

- (i) ballots received from the Municipal Clerk;
    - (ii) cancelled ballots;
    - (iii) declined ballots;
    - (iv) defective ballots;
    - (v) ballots unused;
  - (g) report the ballots counted by the vote tabulator on the AVT Clerk Statement and attach the DRO Statements to it;
  - (h) place the original copy of the DRO and AVT Clerk Statements in the Statements Envelope as well as the Vote Summary Totals Tape from the AccuVote Tabulator;
  - (i) place a duplicate copy of the statements and all ballots that have been counted by the vote tabulator in a ballot transfer container provided by the Municipal Clerk to ensure the safe transfer of the ballots and seal it;
  - (j) place in a separate envelope:
    - (i) cancelled ballots;
    - (ii) declined ballots;
    - (iii) defective ballots;
    - (iv) unused ballots;
  - (k) seal the envelopes;
  - (l) place all remaining supplies and sealed envelopes, excluding the Statement Envelope, in a transfer carrier and seal the transfer carrier; and
  - (m) the AVT Clerk shall personally deliver the transfer carrier, ballot transfer container, vote tabulator and the Statement Envelope to the Office of the Municipal Clerk or to such other place as the Municipal Clerk has directed in writing.
- 9.13 If a vote tabulator has been used to tabulate votes cast in a voting place but the tabulation of the votes cannot be completed because the vote tabulator is not operating or cannot be made to operate within a reasonable time following the close of the voting, the AVT Clerk or an election assistant shall, after the close of the voting and after determining that the tabulation cannot be completed:
- (a) seal the ballot box in such a manner that it cannot be opened or any ballots be deposited in it without breaking the seal;
  - (b) secure the vote tabulator against receiving any more ballots;
  - (c) place all supplies and all cancelled, declined, defective and unused ballots in the transfer carrier and seal it;

- (d) personally deliver the ballot box, **transfer carrier, ballot transfer container** and vote tabulator to a place designated by the Municipal Clerk where a back-up vote tabulator is located;
  - (e) follow the procedures set out in Sections 9.1 to 9.3 to ensure that the totals of the back-up vote tabulator are zero for all candidates;
  - (f) insert all the ballots from the ballot box into the back-up vote tabulator; and
  - (g) follow the procedures in subsection 9.12.
- 9.14 If a vote tabulator has been provided and has not been used to tabulate votes in a voting place:
- (a) the DRO or election assistant shall, immediately after the close of voting, follow with necessary modifications the procedures in clauses 9.13 (a), (c) and (d); and
  - (b) the Municipal Clerk, or a person designated by the Municipal Clerk, shall with necessary modifications follow the procedures in clauses 9.13 (e) to (g).
- 9.15 If, at the close of the voting, the Municipal Clerk is of the opinion that it is impracticable to count the votes with the vote tabulators, he/she may direct that all the votes cast in the election be counted manually following as far as practicable the provisions of the Act governing the counting of the votes.
- 9.16 The Municipal Clerk shall, at the completion of the count, retain the programs, memory packs, test materials and ballots in the same manner as is provided for in the Act for the keeping of ballots.
- 9.17 The Municipal Clerk shall retain and may have access to the pre-audited group of ballots referred to in clause 8.3 (b) and other materials used in the programming of vote tabulators.
- 9.18 The Municipal Clerk shall not alter or make changes to the materials referred to in Section 1.

## **10. Advance Voting and early closing of Voting Places**

The total of the votes at an advance voting location or at a voting location that closes early under subsection 46(3) of the Act shall not be printed and the procedures under Section 9 shall not be followed until after 8:00 p.m. on the voting day.

## **11. Recounts**

Subject to the order of a judge under section 58 of the Act, if a recount of votes is held, the votes shall be recounted in the same manner as the votes were counted on voting day.

- 11.1 A vote tabulator shall be tested before the recount in accordance with Section 8.
- 11.2 The recount officer shall attend the recount and bring the transfer carriers, ballot transfer containers, vote tabulators, statement envelopes and all documents that, in the opinion of the recount officer, are relevant to the recount.
- 11.3 If a vote tabulator is used for a recount, the recount is limited to the ballots tabulated by the vote tabulator on voting day.
- 11.4 For the purposes of subsection 11.2, “results of the election” means,
  - (a) in the case of an election to an office, which candidate or candidates have been declared elected;
  - (b) in the case of an election to obtain the assent of the voters on a by-law, whether the affirmative or negative received the greatest number of votes; and
  - (c) in the case of a question submitted to the voters, which answer received the greatest number of votes.
- 11.5 The results of a recount using a vote tabulator is final and no further recount shall take place, unless:
  - (a) the recount changes the results of the election, as declared by the Municipal Clerk under section 55 of the Act, or
  - (b) a judge makes an order under section 58 of the Act requiring a recount to be held.
- 11.6 If clause 11.5 (a) applies, the recount officer shall conduct a manual recount following as far as practicable the provisions of the Act governing the counting of votes and subject to a judge’s order, shall recount only those voting subdivisions where the count at the recount differed from the count on voting day.
- 11.7 The manual recount shall be a recount of all the original ballots received from the voters in those voting subdivisions.

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2022-042**

#### **Being a by-law to enter into an agreement with Intelivote Systems Inc. for internet and telephone voting services (eVoting) for the 2022 Municipal and School Board Elections**

**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 CS-011-2022 at the March 1, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into agreement with Intelivote Systems Inc. for internet and telephone voting system for the 2022 Municipal and School Board Elections at an estimated cost of \$20,965, plus applicable taxes, dependent on the actual final election count for the 2022 Municipal and School Board Election, for consideration at the March 1, 2022 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 agreement with Intelivote Systems Inc. for internet and telephone voting system for the 2022 Municipal and School Board Elections at an estimated cost of \$20,965, plus applicable taxes, dependent on the actual final election count for the 2022 Municipal and School Board Election, 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 Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.
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 1<sup>st</sup> day of March, 2022.

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Mayor

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Clerk





Schedule “A” to

**By-law No. 2022-042**

Agreement between

**The Corporation of the City of Temiskaming Shores**

And

**Intelivote Systems Inc.**

internet and telephone voting services (eVoting) for the 2022 Municipal and  
School Board Elections

# MUNICIPAL VOTING CONTRACT

**Agreement for eVoting Services** made and effective this 1st day of March, 2022

BETWEEN:

**CITY OF TEMISKAMING SHORES**

Of 325 Farr Drive, Haileybury, ON P0J 1K0  
(herein called "the Municipality")

- and -

**INTELIVOTE SYSTEMS INC.**

Of 40 Thornhill Drive, Suite 12, Dartmouth, Nova Scotia, B3B 1S1  
(herein called "ISI")

**WHEREAS** ISI has developed application software, procedures and expertise to provide an electronic voting service incorporating voting through secure wireless, telephone and internet connections, in conjunction with mail-in votes and ballots cast in person at polling stations ("the ISI Service");

**AND WHEREAS** the Municipality wishes to obtain from ISI the use of the ISI Service to conduct its Election on the Election Date(s) defined in Article 1 below;

**AND WHEREAS** ISI and the Municipality wish to set forth the terms applicable to the use of the ISI Service for the Municipality's Election on the Election Date(s);

**NOW THEREFORE FOR** the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, ISI and the Municipality, intending to be legally bound, agree as follows:

## 1. Definitions

- 1.1 "Auditor" – means a third party or an individual assigned by the Municipality to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.
- 1.2 "Candidate" means the same as the definition provided in the Municipal Elections Act, 1996, S.O. 1996, CHAPTER 32.
- 1.3 "Candidates' Agents" – means persons accredited by the Municipality as a candidate, or agent or scrutineer of a candidate.

- 1.4 “Candidate Reports”- means an electronic record in an agreed upon format produced and made available to Candidates’ Agents during the Voting Period at times agreed upon in advance between the Municipality and ISI showing the name or other identifier for each Eligible Elector recorded on the ISI Service for each Eligible Elector and which of those Eligible Electors have voted.
- 1.5 “Consulting Services”- means the services described in Schedule “A” hereof which are to be rendered by ISI.
- 1.6 “Contract Administrator”- means the persons identified in Article 4 as primary Contract Administrators or other Contract Administrators.
- 1.7 “Control Centre”- means the location at which ISI sets up the control access and monitoring of the database and processing functions of the ISI Service.
- 1.8 “Election Date(s)”- means the following days: Friday, October 14, 2022, until Monday, October 24, 2022.
- 1.9 “Election Officials”- means the persons who the Municipality designates in writing to ISI as the persons who have jurisdiction over the legal control and conduct of the Election, including the usual powers and authority of a Chief Electoral Officer (CEO) and/or returning officer, whose rulings ISI shall be compelled to comply with.
- 1.10 “Eligible Elector”- means a person who the Municipality has determined is eligible to vote in the Election and to whom a PIN has been provided.
- 1.11 “Interactive Voice Response” and “IVR”- means the capability for electors to listen to voting options and to cast a vote(s) through a telephone system including wireless phones.
- 1.12 “Internet Enabled Connection Service”- means the capability for electors to connect through the internet to a website and to read the voting options and to cast a vote(s) through the internet connection.
- 1.13 “PIN”- means a unique personal identification number assigned to each Eligible Elector.
- 1.14 “Telephone Voting Number”- means the toll-free telephone number to be agreed upon between the Municipality and ISI to which Eligible Electors may connect through a telephone including a wireless telephone and cast their votes.
- 1.15 “Voting Decision”- means one or more slates of candidates in which the elector is entitled to vote in a predetermined manner and any number of questions on which the elector is entitled to vote.

- 1.16 “Voting Period”- means the hours designated by the Municipality during the Election Date(s) during which Eligible Electors are entitled to cast their vote.
- 1.17 “Website Voting Address”- means a secure Internet Protocol address to be agreed upon between the Municipality and ISI to which Eligible Electors may connect through a web browser and cast their votes.

## **2. Provision of ISI Services**

- 2.1 ISI hereby agrees to provide the use of the ISI Service to the Municipality and to its Eligible Electors during the Voting Period and to provide any required and agreed to Consulting Services and Technical Support Services to the Municipality for the municipal election and the Municipality shall pay the fee set out in article 7 to ISI in accordance with the payment terms set out in clause 7.1.4.

## **3. Specifications**

- 3.1 The ISI Service shall permit a person submitting a PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to access the ISI Service and to cast the votes permitted by the Municipality on the Voting Decisions in respect of each PIN in any of the manners set out in clauses 3.2, 3.3, and 3.4, to record through verifiable records in what manner and when the votes of each PIN were cast, to ensure that votes may be cast in respect of the Voting Decisions only once for each PIN and to ensure that no record is kept or is recoverable which allows the identification of the candidates for whom votes were cast by a PIN, or how votes were cast in answer to questions by a PIN.
- 3.2 The ISI Service shall enable IVR ports which will allow Eligible Electors to telephone the Telephone Voting Number and upon entering the elector’s PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Interactive Voice Response.
- 3.3 The ISI Service shall enable an internet enabled application through a Website Voting Address that will enable each Eligible Elector to connect to the Website Voting Address and upon entering that elector’s PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Internet Enabled Connection Service.
- 3.4 Access to the ISI Service via any voting telephone number and to the internet website address shall be restricted to only the times and dates set out in the Voting Period unless directed by the Election Officials to extend or reduce the Voting Period.

- 3.5 The ISI Service shall enable the Auditor to access the ISI Service and cast auditing votes during the Voting Period which can be tracked as auditing votes and removed from any final vote tally so as to obtain assurance that the ISI Service is functioning properly.
- 3.6 The ISI Service shall enable Election Officials and/or the Auditor to have secure access to the tally of votes cast by Interactive Voice Response and Internet Enabled Connection Service after the close of the Voting Period.
- 3.7 The ISI Service shall enable ISI personnel to shutdown the ISI Service and, in such case, the prescribed message shall be recorded on the Interactive Voice Response and displayed on Internet Enabled Connection Service.
- 3.8 The ISI Service shall enable the Candidates and/or Candidates' Agents to have access to the Candidate Module, if such service is requested to be enabled by the Election Officials.

#### **4. Contract Administration**

- 4.1 Each party shall designate the name, address, telephone, fax and email addresses of a primary Contract Administrator. The Contract Administrator shall be responsible for arranging all meetings, visits and consultations between the parties and for the transmission and receipt of all official notices and for all administrative matters such as invoices, payments and amendments.

The primary Contract Administrator for ISI shall be:

Name: Dean Smith  
Telephone: (902) 481-1156  
Email: Dean.smith@intelivote.com

The primary Contract Administrator for the Municipality shall be:

Name: Logan Belanger  
Telephone: (705) 672-3363 x4136  
Email: lbelanger@temiskamingshores.ca

- 4.2 Any party may by notice in writing to the other party's primary Contract Administrator designate a different person as Contract Administrator for a specific aspect of the administration of the contract.
- 4.3 The Contract Administrators will be available Monday through Friday 8:30 a.m. to 4:30 p.m. Eastern Time, excluding lunch hours and a reasonable number of days spent out of the office and shall respond within one (1) business day of the receipt of any request for information or request for decisions that are communicated between the Contract Administrators.

- 4.4 Each party may change its Contract Administrators by notice to the other party's primary Contract Administrator.
- 4.5 Each of the Contract Administrators shall communicate with each other promptly as to the status of information, procedures and progress on each of their respective tasks as set out in this Agreement and to advise the other forthwith upon the occurrence of any material change in such plans.
- 4.6 If any party (first party) receives notice from the other party that the first party's Contract Administrator is not carrying out his or her duties to the satisfaction of the other party, then the first party shall promptly designate another person as its Contract Administrator.

## **5. Obligations of the Municipality**

- 5.1 The Municipality shall:
  - 5.1.1. Ensure that at all times it has a Contract Administrator ready, willing and competent to communicate with ISI on any issue relevant to this contract.
  - 5.1.2. Allocate appropriate resources with the necessary knowledge and authorization to work with ISI in defining tasks for all stages of activity leading up to and including Election Day(s); establish mutually agreed upon timelines for these tasks; coordinate all tasks assigned to the Municipality; provide all information required to configure the ISI Service as early as possible in the overall event schedule. A draft project plan detailing some of these tasks will be provided.
  - 5.1.3. Pay ISI for services such amounts as are outlined in Article 7 and pay to third parties such costs which pursuant to this contract and to Schedule "A" the Municipality is responsible to bear and to indemnify ISI in respect of such costs.
  - 5.1.4. Supply at its cost appropriate equipment, as required, such as computer hardware, internet access, telephone service at any, or all, Voter Help Centres.
  - 5.1.5. Engage a qualified individual to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.

## **6. Obligations of ISI**

- 6.1 ISI shall:

- 6.1.1. Arrange at its cost in consultation with the Municipality for a Telephone Voting Number capable of handling not less than such number of calls per minute as is specified by ISI based on the number of Eligible Electors;
- 6.1.2. Arrange at its cost in consultation with the Municipality for a Website Voting Address capable of handling not less than such number of connections per minute as is specified by ISI based on the number of Eligible Electors;
- 6.1.3. Provide the ISI Service functioning in accordance with the Specifications set out in Clause 3 connected to the Telephone Voting Number and Website Voting Address to the Eligible Electors during the Voting Period;
- 6.1.4. Perform with diligence in a timely manner in accordance with generally accepted professional standards and practices recognized in the Information Technology Industry the Consulting Services described in Schedule "A";
- 6.1.5. Abide by decisions of the Election Official and comply with instructions from the Auditor and Election Officials in respect to operations of the ISI Service providing that such instructions and decisions do not adversely impact the operation or integrity of the ISI Service;
- 6.1.6. Ensure that the voting instructions are available on the ISI Service during the Voting Period;
- 6.1.7. Make available online to the Election Official and/or Auditor at the end of the Voting Period the results of votes cast for each candidate and question; and
- 6.1.8. Cause a duly qualified individual to meet with the Municipality at the offices of the Municipality in the event that any other communication is demonstrably ineffective to resolve any outstanding issues.

## **7. Fee and Payment Terms**

- 7.1 The Municipality agrees to pay to ISI:
  - 7.1.1. A base services fee equal to \$1.35 per Eligible Elector being the number of eligible and enumerated electors in the ISI Service on Election Day(s);
  - 7.1.2. A services and postage fee equal to \$1.35 per Eligible Elector for the creation, printing and distribution of Voter Instruction Letters;

- 7.1.3. Any fees for additional consulting services described in Schedule “B”;
- 7.1.4. The fees payable pursuant to clause 7.1.1 and 7.1.2 are payable as follows:
  - a) 30% of the base services fee of \$1.10 per Eligible Elector on execution of this Agreement, based on the number of Eligible Electors as determined by the previous list of electors used for the most recent Election held in the Municipality, when invoiced by ISI;
  - b) The services and postage fee of \$1.35, for each Voter Instruction Letter to be sent to each Eligible Elector when invoiced by ISI (typically 30 days prior to letter printing) and,
  - c) the balance of the service fee immediately after the Election Date, when invoiced by ISI;
- 7.1.5. The Municipality shall pay in addition to the fees stated above Harmonized Sales Tax (HST) and any other taxes applicable to the provision of such services.
- 7.1.6. Any fee or portion thereof not paid on the date on which it is payable shall bear interest at the rate of 12% per annum calculated and applied monthly.

## **8. Ownership and Rights**

- 8.1 ISI shall maintain ownership of all intellectual property rights associated with the ISI Service and the Municipality is only entitled to the data concerning the Election generated by the ISI Service and the Municipality shall have no other rights in or further use of the ISI Service.

## **9. Representations and Warranties**

- 9.1 ISI represents and warrants that:
  - 9.1.1. Use of the ISI Service as described in this Agreement does not infringe the intellectual property rights of any person;
  - 9.1.2. ISI has and will have full and sufficient right to supply the use of the ISI Service during the Voting Period;
  - 9.1.3. ISI shall engage a national service provider(s) to provide a very high level of reliability, security, scalability and performance for a high volume transaction, mission critical solution; and



- 9.1.4. ISI will destroy all formats of information relating to Voting Decisions upon receipt of instructions from the Election Official to do so.
  - 9.1.5. The person(s) signing this contract are duly authorized to execute and deliver it on behalf of ISI and that it is a duly binding obligation of ISI.
  - 9.1.6. If any Provincial or Federal Government Authority postpones the 2022 Municipal and School Board Elections scheduled for October 24, 2022, as a result of Covid-19 pandemic, ISI will continue to provide the obligated services described in Article 6 at no additional cost other than those already described in Article 7 of this Agreement.
- 9.2 The Municipality represents and warrants that:
- 9.2.1. The Municipality has the authority and jurisdiction to engage ISI for the provision of the ISI Service for its Municipal Election and that the person(s) signing this contract are duly authorized to execute and deliver it on behalf of the Municipality and that it is a duly binding obligation of the Municipality.

## **10. Remedies**

- 10.1 If a party fails or refuses at any time to perform its obligations under this Agreement, then the other party may deliver the defaulting party notice of intent to terminate this Agreement, which notice shall specify the alleged failures or refusals and, if within three (3) business days of receipt of the notice or such other reasonable period in relation to the default, the defaulting party shall not have cured all the defaults set out in the notice or presented a plan reasonably acceptable to the other party to cure these defaults, the other party may, at its option elect to terminate this Agreement.
- 10.2 If the Municipality terminates this Agreement as a result of all the positions up for election being acclaimed, then the Municipality shall reimburse ISI all out-of-pocket expenses incurred for the planning and delivery of the Municipal Election in addition to the installments payable pursuant to clauses 7.1.4(a). To be clear, only the service fees for the eVoting service deposit defined in section 7.1.4(a) are payable. The services and postage fee, for the Voter Instruction Letter is not required as there will be no service or postage required and thus it will not be billed to the municipality.
- 10.3 If the Municipality terminates this Agreement for any reason other than the reason stated in clause 10.2 without material default by ISI, then the Municipality shall pay ISI fifty percent (50%) of the total fees that would be payable pursuant to Article 7 if the ISI Service had been employed for the

Municipal Election, except that a deduction shall be made of any fees payable under 7.1.2 that have not been incurred by ISI.

- 10.4 And any payments previously paid by the Municipality to ISI shall be deducted from amounts otherwise payable pursuant to Article 10.3.

## **11. Force Majeure**

- 11.1 Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from an act of god, fires, floods, explosions, insurrection, war or riots, unusually severe weather, epidemics or quarantine restrictions, governmental priorities or allocations regulations or any cause beyond the reasonable control of the party including without limiting the generality of the foregoing, a failure of communication facilities, labor trouble or strikes by employees of telecommunications providers or postal carriers, including suppliers of application software to ISI, and restraint by Court or public authority.

## **12. Limitation of Liability**

- 12.1 ISI's liability for damages howsoever caused, whether in contract or in tort, including negligence, shall be limited to the actual direct damages suffered by the Municipality and in no event shall ISI be able liable for any indirect, consequential or punitive damages of the Municipality or any other person. In any event, the liability of ISI for the breach of any representation, warranty or covenant shall not exceed the total fee payable to ISI by the Municipality pursuant to this Agreement regardless of the number of claims.

## **13. Miscellaneous**

- 13.1 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.
- 13.2 The parties and their representatives signing this Agreement hereby acknowledge and represent that the representatives signing this Agreement are authorized and have full authority to enter into this Agreement on behalf of the parties for whom they have signed.
- 13.3 No delay or admission by either party to exercise any right or power occurring upon any noncompliance or default by other party shall impair any such right or power or to be construed as a waiver thereof, unless such waiver is in writing.
- 13.4 This Agreement, including the Schedules referred to in this Agreement, constitutes the entire agreement of the parties with regard to the subject matters addressed in this Agreement and this Agreement supersedes all prior or contemporaneous agreements or discussions or representations, whether oral or written with respect to the subject matter of this Agreement

and this Agreement cannot be varied, amended, waived or discharged except in writing signed by all parties.

- 13.5 Time is of the essence to the performance of the party's obligations under this Agreement.
- 13.6 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 13.7 This Agreement may not be assigned to any other party without the written consent of the other party.

**CITY OF TEMISKAMING SHORES**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**INTELIVOTE SYSTEMS INC.**

Per: \_\_\_\_\_

Dean Smith, President and Founder

**SCHEDULE “A”**  
**Base Services**

ISI Base Services to be provided within the agreed upon fee identified in clause 7.1.1. These services include:

- a) Develop and manage a critical path plan for required activities in coordination with the Municipality;
- b) Management and coordination of telecommunications requirements designed to provide the elector with their choice of voting channel: internet, phone, mail-in, or polling station, if offered by the municipality. Includes the activities associated with the telecommunications setup for electronic voting system; appropriate bandwidth; phone (IVR) ports; and website registration;
- c) Attending organizational committee meetings with the Municipality, online via Zoom, or in person if ISI staff are in-province;
- d) Assist in the development by the Municipality of educational materials for electors including creation of the Voter Instruction Letter providing specific instructions on how to successfully use the electronic voting process;
- e) Assistance in the management of the electors list;
- f) Assistance with the format, design and secure delivery methods of personal identification numbers (PIN). Intelivote Systems will generate the PINs using the eligible elector information to determine the required PIN length and to determine the number of additional PINs required as spares. A unique PIN will be created for each Eligible Elector based on the initial voters list provided by the Municipality. In addition to the PIN, an Eligible Elector category is created and a file is produced to be used for production of Voter Instruction Letters;
- g) Provision of a media spokesperson to address technology questions. Development and/or assistance with a media plan and a voter education plan that addresses the most common questions from both the media and members of the public. An Intelivote representative can speak directly with the media on any questions related directly to the Intelivote application. The Municipality is responsible for all advertising and marketing costs of the Municipal Election, and if the Municipality is paying ISI pursuant to Article 7.1.2 to prepare and mail out Voter Instruction Letters, then ISI will be responsible for the costs of preparing and mailing out the Voter Instruction Letters;
- h) Technical consultation to address specialized system requirements;
- i) Development and recording of voice scripts for the Election;
- j) Website development and design including generation of a customized webpage for voters to link from to vote;
- k) Assisting the Municipality in addressing legislative issues and by-laws relating to elector notification;
- l) Customization and development of all activity associated with configuring the Election such as: district/ward setup; candidate assignment; voice script recording;

- Elector List management; secure ID and password management; configuring and loading Voting Decisions (ie. type of race, sequence and presentation display), based on information to be provided by the Municipality;
- m) Assistance and guidance to Auditors, security personnel and Election Officials. A document will be provided which will outline the requirements for a regional centre (if required) to be used by the Election Officials and Auditor, provided that the Municipality shall provide any hardware and communication facilities required by the Auditors and Election Officials;
  - n) Training for Election HelpLine staff, Auditors, Election Officials (Returning Officer);
  - o) Coordination for logistics for eVoting and assistance for the protocol to be followed for the voting event;
  - p) Municipality specific consulting by ISI staff to work with the Municipality, at a date and time agreed upon by the parties, to deliver the services, training and consulting described in this Contract and in this Schedule "A". Where possible, and at ISI's discretion, ISI staff may be available to travel to the Municipality during the engagement and provide training or assistance, on site. Zoom coordinated training will be done in person with a live consultant providing the training to facilitate a more meaningful session and to address any municipality specific questions, prior to and during the election as required.

### **SCHEDULE "B"**

#### **Consulting Services**

Additional consulting services that may be required by the Municipality in addition to those services provided in Schedule "A" will be provided at the following rates:

Intelivote Consultant - \$800/day plus applicable taxes  
All travel and living expenses will be reimbursed to ISI at cost.

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2022-043**

#### **Being a by-law to amend By-law No. 2019-065 to enter into a three (3) year agreement with Grant Fuels Inc. for the supply of Petroleum Fuels for the City of Temiskaming Shores (One-Year 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 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** Council considered Administrative Report No. PW-008-2019, and adopted By-law No. 2019-065 being a by-law to enter into a three (3) year agreement with Grant Fuels Inc. for the supply of Petroleum Fuels for the City of Temiskaming Shores, at the April 7, 2019 Regular Council meeting; and

**Whereas** Council considered Memo No. 003-2022-PW at the March 1, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2019-065 to extend the contract term for a period of one (1) year (March 31, 2023), in accordance with Section 5 – Contract Extension of said By-law, for consideration at the March 1, 2022 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 Section 1 – Term in Schedule A to By-law No. 2019-065, be hereby amended by deleting the words **31st day of March, 2022**” and replacing with **“31st day of March, 2023”**.
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 1<sup>st</sup> day of March, 2022.

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Mayor

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Clerk

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2022-044**

#### **Being a by-law to amend By-law No. 2022-019 to enter into an agreement with EXP Services Inc. for engineering services related to the expansion of the New Liskeard Waste Disposal Site**

**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-004-2022, and adopted By-law No. 2022-019 being a by-law to enter into an agreement with EXP Services Inc. for engineering services related to the expansion of the New Liskeard Waste Disposal Site, at the February 1, 2022 Regular Council meeting; and

**Whereas** Council considered Memo No. 004-2022-PW at the March 1, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2022-019 for the addition EXP Services Inc. Terms and Conditions as Appendix 02 to Schedule "A", for consideration at the March 1, 2022 Regular Council meeting.

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

1. That Schedule A to By-law No. 2022-019, be hereby amended by adding Appendix 02 titled Terms and Conditions, a copy of which is hereto attached as Schedule A and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 1<sup>st</sup> day of March, 2022.

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Mayor

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Clerk



Schedule “A” to  
**By-law 2022-044**

Appendix 02  
Terms and Conditions



## TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to The City of Temiskaming Shores and dated January 24<sup>th</sup>, 2022, (the "Proposal") for the project New Liskeard Waste Disposal Site Expansion -EXP Project No. NWL-22004792-00 (the "Project")*

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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. 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. CLIENT agrees to bring any claims against the CONSULTANT, not any individual employees of the CONSULTANT.
11. **CONSEQUENTIAL DAMAGES.** 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.
12. **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.
13. **OWNERSHIP AND CONFIDENTIALITY.** Unless otherwise agreed to by the parties in writing, all drawings, plans, models, designs, reports, photos, studies and other data (the "Deliverables") 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, who grants to the CLIENT a non-exclusive, perpetual, non-transferable and royalty-free license (the "License") to use, disclose and reproduce the Deliverables 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.
14. **THIRD PARTY DISCLAIMER.** Any report prepared in connection with the Services are for the sole benefit of the CLIENT. CONSULTANT's report may not be used by any other person or entity without the express written consent of the CLIENT and CONSULTANT. Third parties are subject to the same limit of liability as agreed to in this Agreement by the Client. Any use which a third party makes of CONSULTANT'S report, or any reliance on decisions made based on it, are the responsibility of such third parties. CONSULTANT accepts no responsibility for damages, if any suffered by any third party as a result of decisions made or actions taken based on this report.
15. **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.
16. **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 by-products 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.
17. **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.
18. **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.
19. **ASSIGNMENT.** Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other.
20. **GOVERNING LAW.** This Agreement is governed by the laws of the Province of Ontario.

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2022-045**

**Being a by-law to enter into a lease agreement with Zubyck SkillZ  
Ltd. for use of the Shelley Herbert-Shea Memorial Arena Dry Floor  
Surface from May 1, 2022 to July 17, 2022**

**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** Council considered Administrative Report No. RS-004-2022 at the March 1, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with Zubyck SkillZ Ltd. for use of the Shelley Herbert-Shea Memorial Arena Dry Floor space from May 1, 2022 to July 17, 2022, for consideration at the March 1, 2022 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 a lease agreement with Zubyck SkillZ Ltd. for use of the Shelley Herbert-Shea Memorial Arena Dry Floor surface from May 1, 2022 to July 17, 2022, 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 1<sup>st</sup> day of March, 2022.

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Mayor

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Clerk



Schedule “A” to

## **By-law No. 2022-045**

Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**Zubyck SkillZ Ltd.**

for the Lease of the Shelley Herbert-Shea Memorial Arena  
Floor Surface for the operation of a Multi Sports Youth  
Program

**The Corporation of the City of Temiskaming Shores**

- and -

**Zubyck SkillZ Ltd.**

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**LEASE**

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Mathew Bahm  
Director of Recreation  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

This Lease Agreement made this 1<sup>st</sup> day of March 2022;

Between:

**The Corporation of the City of Temiskaming Shores**  
(herein referred to as “the Landlord”)

And:

**Zubyck SkillZ Ltd.**  
(herein referred to as “the Tenant”)

**Witnesses that in consideration** of the rents reserved and the covenants and provisos herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant those certain Lands situated in the City of Temiskaming Shores, in the District of Timiskaming, being the Shelley Herbert-Shea Memorial Arena Hall, hereinafter referred to as the “Lands”. To hold the Lands for a term **commencing on the 1<sup>st</sup> day of May, 2022 and ending on the 17<sup>th</sup> day of July, 2022.** The rent in respect of the Lands shall be the sum of **\$850.00 + HST per month**, payable on the 1<sup>st</sup> day of each month. Rental payments shall be made to The Corporation of the City of Temiskaming Shores, or as otherwise directed by the Landlord.

It is acknowledged by both parties that the Lands are limited to the following areas: main arena floor surface, arena viewing stands, change rooms, washrooms, and lobby having an entrance off of Ferguson Ave. (hereinafter referred to as “the Premises”)

### **Section One - Tenant’s Covenants:**

The Tenant covenants with the Landlord as follows;

- (a) **To pay rent** - to pay rent in the amount of \$850.00 plus HST per month; payable the first of each month.
- (b) **Term** - The term of the agreement shall be from May 1st, 2022 to July 17th, 2022.
- (c) **Compliance with by-laws** - to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time to time in force during the term of this agreement, and any extension thereof, affecting the condition, maintenance, use or occupation of the Lands or the Premises; and in so doing the Tenant shall make the necessary alterations, repair, or addition to or deletion from any part of the Premises or any equipment or other facility used in connection with or appurtenant to the Lands provided that the use of any part of the Lands as a non-conforming use under the applicable zoning by-law is not a violation of the provisions of this paragraph.
- (d) **Maintenance and Repairs** - to repair, reasonable wear and tear and damage by fire, lightning and good repair, reasonable wear and tear and damage by fire,



lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted. and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

- (e) **Waste** - not to suffer any waste or injury to the Premises, or any part thereof, and not to use or occupy the Premises, or any part thereof, or permit them to be used or occupied for an unlawful purpose.
- (f) **Insurance** - not to use the Premises or permit items to be used for any purpose which may render the insurance on the Premises void and if the rate of insurance is increased as a result of anything done upon the Lands by the Tenant, the Tenant will pay to the Landlord as additional rent the amount by which the insurance premiums are so increased. In addition, and in any event, the Tenant, shall during the term of the lease and any renewals, at its sole costs and expense, keep in full force and effect, in the names of the Landlord and the Tenant, public liability insurance applying to all operations of the Tenant, which include bodily injury liability and property damage liability. Such policy or policies shall be for not less than \$5,000,000.00 per occurrence. The Tenant shall produce to the Landlord a Certificate of Insurance confirming the above coverage.
- (g) **Alterations, new structures** - except as herein provided, not to make or permit to be made any structural alteration, addition, change or improvement to the Premises without obtaining the prior written approval of the Landlord, which approval shall not be unreasonably withheld provided the Tenant has fully complied with the terms, covenants and conditions of the lease.
- (h) **Replacement of damaged Premises** - in the event that the complete destruction of or damage to the Premises, or partial damage to the Premises, results in the Tenant's inability to reasonably carry on his business therein the Tenant is permitted to terminate this lease by providing notice to the Landlord within fifteen (15) days of the happening of the damage or destruction. If the Tenant chooses not to terminate the lease within fifteen (15) days from the damage or destruction, the Landlord shall begin the repair or replacement thereof and with due diligence, repair or reconstruct the Premises or replace the Premises with another Premises of the same type and character and of equal value. After completing the repair, reconstruction or replacement, the balance of any insurance proceeds or other proceeds available by reason thereof belong absolutely to the Landlord.
- (i) **View state of repair** - to permit the Landlord at all reasonable times to enter and view the state of repair of the Premises.
- (j) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants,

employee or licensee of the Tenant;

- (k) **Nuisance** - not to do or permit a nuisance.
- (l) **Assignment** - not to sublet the Premises or any part thereof.
- (m) **Use of Premises** - not to permit the Premises to be used for any purpose other than to carry on the business of a Multi Sports Youth Program and not to carry on or permit to be carried on therein any other trade or business without the consent in writing of the Landlord.
- (n) **Name of Premises** - not to name the Premises or permit it to be named without the consent of the Landlord; such approval shall not be unreasonable withheld.
- (o) **Signs** - not to use the outer walls or windows of the Premises for any notice or name plate except as approved by the Landlord; such approval shall not be unreasonable withheld.

## Section Two - Landlord's Covenants

The Landlord covenants with the Tenant as follows:

- a) **Quiet enjoyment** - for the quiet enjoyment.
- b) **Taxes** - to pay all property taxes and rates that may be levied against the Premises.
- c) **Electricity and Water** - to pay for the electricity supplied to the premises and any water/sewer charges levied against the Premises.
- d) **Heat** - to heat the Premises.
- e) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Premises.
- f) **Structural soundness** - to keep the Premises and common areas structurally sound and to look after any structural defects which may arise.
- g) **Snow Removal** - The Landlord will be responsible for clearing snow in the walkways in front of the Premises as per the City's regular winter maintenance schedule.
- h) **Maintenance** - to be responsible for regular maintenance of the facility as decided by the landlord.
- i) **Cleaning** - to provide regular cleaning of the premises including the provision of paper products for the washrooms. A cleaning schedule shall be mutually agreed upon by the Landlord and the Tenant for up to six (6) total hours per week. Additional cleaning shall be the Tenant's responsibility.

- j) **Equipment** - to provide the following pieces of equipment for use by the Tenant:
  - (i) Two (2) sets of cross ice hockey boards for use as floor dividers
  - (ii) Six (6) regulation sized hockey nets
  - (iii) Four (4) miniature sized hockey nets
- k) **Keys** - to provide one (1) key to access the leased space.

### Section Three - Provisos

- (a) **Renovating of fixtures** - At the expiry or earlier termination of the lease or any extension thereof, the Tenant may remove its fixtures and the fixtures of its subtenants and licensees and any persons claiming through them as long as the Tenant either compensates the Landlord for or repairs the damage resulting from the installation or removal of the fixtures.
- (b) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not constitute a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the Landlord hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights and remedies herein contained on the part of the Landlord are deemed to be cumulative and not alternative.
- (c) **Default provisions** - Whenever;
  - (i) The Tenant defaults in the payment of any installment of rent, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
  - (ii) The Tenant fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this lease on the part of the Tenant (other than the payment of rent or other sums of money) and the failure continues for, or is not remedied within thirty (30) days next after the giving of written notice by the Landlord to the Tenant, or if the term hereby granted is taken in execution or attachment, it is lawful for the Landlord to enter upon the Premises or any part thereof in the name of the whole and this shall be at the option of the Landlord and with or without entry may terminate the lease and all the rights of the Tenant with respect to the Lands shall be absolutely forfeited. If the condition complained of reasonably requires more time to cure than the thirty-day period aforesaid, the Tenant is deemed to have complied with the remedying thereof if the Tenant has commenced remedying or curing the condition within the thirty-day period and diligently thereafter completes the same. Upon termination of the lease, the Landlord shall not disturb the possession of any subtenant of the Premises pursuant to a sublease, or an agreement to sublease, as long as the subtenant is not in default in the

performance of his obligation under the sublease or agreement to sublease.

- (d) **Bankruptcy of tenant** - The bankruptcy, insolvency or reorganization of the Tenant under any laws then applicable, or the appointment of a trustee for the benefit of creditors or a receiver, shall not be deemed a breach of this lease as long as the provisions of this lease are otherwise complied with.
- (e) **Force Majeure** - Neither the Tenant or Landlord shall be held responsible for delays in the performance of its obligations hereunder when caused by a declared state of emergency, public health emergency, pandemic or epidemic (including, but not limited to, the COVID-19 pandemic); government mandated closures; the closure of government buildings, airports, harbors, railroads, or pipelines, or other infrastructure due to a public health emergency, pandemic or epidemic; industry wide strikes, lockouts or labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor that could not reasonably have been anticipated; governmental restrictions, regulations or controls; delay in issuance of permits beyond time periods typical for the jurisdiction in which the Building is located; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of such party (each, a “Force Majeure Event”), provided that a Force Majeure Event and the ongoing effects thereof shall not excuse any failure of Tenant to timely comply with any monetary obligations hereunder.
- (f) **Rent Abatement** - If a Force Majeure Event occurs during the Term of this Lease which reasonably precludes Tenant from constructing, renovating, opening or operating the permitted use at the Premises and the Tenant ceases such operation in the Premises, then Rent shall abate for the period commencing on the later of (a) the date on which such Force Majeure Event occurs or (b) the date on which Tenant ceases operation of the permitted use at the Premises, and ending on the earlier of (c) the date on which such Force Majeure Event concludes or (d) Tenant resumes operating the Permitted Use at the Premises.
- (g) **Right of termination by the Landlord** - The Landlord shall have the right to terminate this lease forthwith by leaving upon the premises, or sent by ordinary mail to his usual place of business, thirty (30) days’ notice in writing of its intention, and thereupon any payments owing to the Tenant under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the Premises.
- (h) **Right of termination by the Tenant** - the Tenant, in addition to all other rights, shall have the right to terminate this lease by providing thirty (30) days’ notice in writing of its intention, and thereupon rent and any other payments for which the City is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the City, and the City may re-enter and take possession of the Premises;

- (i) **Right of Renewal** - The Tenant shall have the right of renewing the lease for a single additional five (5) year term (2023 to 2027). Such renewal shall only be permitted if the Tenant is not in default and the Landlord agrees to the renewal. The use of the Premises shall be for up to four (4) consecutive months each year during the summer months beginning as soon as winter operations conclude. The rent amount to be increased by 2% each year and paid monthly for up to four (4) months. All other terms and conditions to remain the same. The Tenant shall be required to give written notice of their intention to renew the lease on or before the 31st day of December, 2022;
- (j) **Notices** - All notices given pursuant to this lease are sufficiently given if mailed, prepaid and registered, in the case of the Landlord, addressed as follows:

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

and in the case of the Tenant addressed to the Tenant at:

**Zubyck SkillZ Ltd.**  
c/o P.O. Box 1217  
New Liskeard, Ontario  
P0J 1P0

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.

- (k) **Amendment** - This lease may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- (l) **Binding Effect** - The terms and provisions of this lease extend to, are binding upon and ensure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
- (m) **Captions** - The captions appearing at the headings of the paragraphs in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this lease or any of its provisions.

**Remainder of this page left intentionally blank**

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in  
the presence of

**Zubyck SkillZ Ltd.**

\_\_\_\_\_  
John Zubyck  
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. 2022-046**

**Being a by-law to enter into an Agreement with Sylvain  
Gelineau for the Operation of Bucke Park Campground for the  
2022 Operating Season**

**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 RS-005-2022 at the March 1, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Sylvain Gelineau for the operation of Bucke Park for the 2022 term; and

**Whereas** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an agreement with Sylvain Gelineau for the operation of Bucke Park from April 29, 2022 until October 17, 2022.

**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 an agreement with Sylvain Gelineau for the Operation of Bucke Park for the 2022 term, 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 1<sup>st</sup> day of March, 2022.

---

Mayor

---

Clerk





Schedule “A” to

## **By-law 2022-046**

Agreement between

**The Corporation of the City of Temiskaming Shores**

And

**Sylvian Gelineau**

for the Operation of Bucke Park Campground  
for the 2022 Operating Season

This agreement made the 1<sup>st</sup> day of March 2021

Between:

**The City of Temiskaming Shores**  
(Hereinafter called the “City”)

And:

**Sylvain G. Gelineau**  
(Hereinafter called the “Operator”)

**WHEREAS** the City is the owner of the lands described as follows:

North Part of Lot 15; Concession 1; Bucke Township; Parcel 4139 N.N.D.  
(Hereinafter called the “Lands”); and

On the Lands there is a two-storey main building  
(Hereinafter called the “Chalet”)

**AND WHEREAS** the parties hereto have agreed to enter into this agreement.

### **1.0 PREMISES**

The City hereby permits the Operator the Lands municipally known as “Bucke Centennial Park” as shown on Schedule “A” hereto attached.

### **2.0 INGRESS AND EGRESS**

Together with right of ingress and egress for the Operators servants, family, invitees, and patrons, the use of entrance, halls, stairways, rooms, landings, walkways, driveways, park lands, docks, beaches, parking lots, and stopping areas in and about the lands and structures. (Hereinafter called the “Common Areas”).

### **3.0 TERM AND RATE**

The term of this lease runs from April 29, 2022 to October 17, 2022.

The City shall pay to the Operator \$17,250 to render services as laid out in this agreement. Payment will be made in four (4) payments to the operator.

Payments shall be made in the following manner:

3.1 25% payment on May 13, 2022

3.2 50% payment on July 29, 2022

3.3 15% payment on September 30, 2022

3.4 10% payment on October 17, 2022

The Operator shall be responsible for providing the City the necessary documentation to receive payment by Electronic Funds Transfer.

#### **4.0 INDEPENDENT CONTRACTOR**

The City would purchase the services described in this Agreement from the Operator that will be delivered by The Operator and any designates. The Operator is an independent contractor with respect to the provision of said services. In no way shall any provisions of this Agreement be construed to create an employee-employer relationship between the Operator, the Operator’s staff and the City.

Additionally, nothing contained in this agreement shall be deemed to constitute the Parties hereto as partners nor as agents of the other. The Parties are wholly separate legal entities. Neither Party shall have any authority to act for the other or to incur any obligations on behalf of the other.

Accordingly:

- 4.1 The Operator 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 Operator or amounts paid by the Operator to its employees or contractors. The Operator agrees to indemnify the City from any and all claims in respect to the Company’s failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
- 4.2 The Operator agrees that as an independent contractor, the Operator will not be qualified to participate in or to receive any employee benefits that the city may extend to its employees.
- 4.3 The Operator is free to provide services to other clients so long as there is no interference with the Operator’s contractual obligations to the City.
- 4.4 The Operator has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the City.

## **5.0 WORKPLACE SAFETY INSURANCE BOARD**

The Operator agrees to submit to the City, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario; or written confirmation from the Workplace Safety Insurance Board that the Operator and employees are not subject to Workplace Safety Insurance.

Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Operator. 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.

## **6.0 INDEMNIFICATION AND SAVE HARMLESS**

The Operator 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 Operator 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 Operator, its servants, agents, employees, contractors, sub-contractors, owners, operators or any of them during the currency of this agreement.

## **7.0 CITY’S COVENANTS**

### *Telephone/Electricity*

- 7.1 To pay when due the cost of the electricity costs supplied to the Chalet and Lands during the term of the agreement.
- 7.2 To pay for the provision of a telephone with unlimited talk for use by the operator for the duration of the contract.

### *Sanitary Collection System*

- 7.3 Pay for the costs associated with the Sanitary Collection System and programs unless otherwise specified.
- 7.4 To utilize a licensed waste hauler in respect to the Wastewater Holding Tanks and pay all associated costs for such unless otherwise specified.

### *Trailer/Tent/Transient Sites*

- 7.5 Rent trailer, tent and transient sites to seasonal campers as shown on Schedule “B” hereto attached. The City must approve any modifications to any existing or proposed trailer, tent and/or transient sites.

- 7.6 The City will provide the Operator with a City debit/credit machine or equivalent to the satisfaction of the City.
- 7.7 The City will provide the Operator two (2) seasonal sites for use by the caretaker at no charge.
- 7.8 The City will be solely responsible for the administration of seasonal site agreements including the collection of fees.

#### *Maintenance and Repair of the Lands*

- 7.9 During the term of the agreement and any extension thereof to keep the said lands and chalet including windows, and fixtures therein in good repair, reasonable wear and tear, and damage by fire, lightning, tempest, flood, explosion, act of God, or the Queen’s enemies, riot, civil commotion, insurrection, structural defects and other causes not the fault or responsibility of the Operator or any of its employees, only excepted, and to deliver them up in such condition on the termination of the lease.

#### *Rates*

- 7.10 The City will establish rates for transient sites, trailer sites, tenting sites and docking facilities.

#### *Access to the Lands*

- 7.11 To provide the Operator, members, invitees and servants reasonable access to the land by means of grading access road. Grading will be in accordance with Ontario Regulation 239/02 ‘Minimum Maintenance Standards for Municipal Highways’.

#### *Access to Chalet*

- 7.12 To permit the Operator, members, invitees and servants and all persons lawfully entitled to use, by this agreement, entrance to the washrooms and laundromat of said building. The remaining areas of the Chalet shall be considered closed and not accessible.

#### *Insurance*

- 7.13 To provide for insurance against perils such as fire, wind, snow and other acts of God.

### *Chalet Maintenance*

- 7.14 To ensure that the Chalet washrooms and laundromat are structurally sound and to alleviate any structural defects which may arise.

### *Park Maintenance*

- 7.15 The City shall provide funds for the materials and supplies to repair and maintain the park grounds, waterfront, docks and roadways as needed due to normal usage. The city shall be responsible for the installation and removal of docks.

### *Material Supplies*

- 7.16 The City will approve and provide the necessary materials and supplies required for the general maintenance of the Chalet and said lands.
- 7.17 The City will provide the necessary janitorial supplies for the operation of the park including cleaning supplies, paper towels and toilet paper.

### *Drinking Water System*

- 7.18 The City will ensure that the drinking water system is in compliance with the Ontario Safe Drinking Water Act.
- 7.19 The City will provide the necessary water testing equipment.

### *Office Kiosks*

- 7.20 The City shall provide two (2) kiosks to be placed near the Chalet at the entrance of the park to be utilized by the Operator before May 11, 2022. The kiosks shall only be used by the Operator to perform the duties as laid out in this agreement unless agreed otherwise.

### *Waste Collection*

- 7.21 The City shall provide waste collection at the park for use by the Operator and patrons of the park.
- 7.22 The City shall provide recycling collection at the park for use by the Operator and patrons of the park.

### *Fire Control*

- 7.23 The City shall provide a Burning Permit to the operators at no cost.

## **8.0 OPERATOR’S COVENANTS**

### *Water Distribution System*

- 8.1 Operator is to ensure that free available chlorine (FAC) residual is tested and recorded every 24 hours, turbidity is tested and recorded every 72 hours and that checks are completed by trained personnel as per Timiskaming Health Unit Directive dated August 26, 2019 hereto attached as Schedule “C”. The Operator is also required to provide all records of testing to the City on a monthly basis.
- 8.2 The Operator is required to provide to the City a list of all personnel, including name and cell number, who will be conducting water system testing and recording.

### *Sanitary Collection System*

- 8.3 The Operator will oversee the disposal of waste by all park patrons into the waste disposal system as provided by the City. The Operator shall be responsible for any cleaning necessary due to the misuse of the waste disposal system.

### *Park Operation*

- 8.4 The Operator shall ensure that transient sites are reserved for occupants whose length of stay is no longer than (15) consecutive days.
- 8.5 The Operator shall supply a receipt to the camper and the City for all transactions and they shall forward a copy of all receipts the next Monday or Friday to the City.
- 8.6 The Operator shall forward all funds from Campsites and Boat Slips to the City on Monday and Friday of each week.
- 8.7 The Operator may operate a small confectionary (pre-packaged items only). Any profit/loss from this operation is that of the Operator.
- 8.8 The Operator shall have the option to provide a waste disposal service for both tenants and non-tenants of Bucke Park and have the right to charge a fee for that service. There must be a fee of a minimum of \$5 for any waste disposal by non-tenants of Bucke Park. If a fee is charged for waste disposal the Operator is responsible to remit \$5 per fee charged to the City.

*Cost of Repairs when Operator at fault*

- 8.9 That if the chalet, heaters, light fixtures, pipes and other apparatus (or any of them) used for the purpose of heating the building, or if water pipes, drainage pipes, or the roof, outside walls or windows of the chalet get out of repair or become damaged or destroyed through the negligence, carelessness or misuse by the Operator, his directors, members, invites, servants, agents, or anyone permitted by him to be in the chalet, the expense of any necessary repairs, replacements or alterations shall be the exclusive cost of the Operator.

*Assigning of Subletting*

- 8.10 The Operator may not assign temporary use to other bodies unless prior written consent is received from the City, which consent will not be unreasonably withheld. The Operator will be responsible for all provisions of this agreement when temporary use is assigned to other bodies.

*Park Maintenance*

- 8.11 The Operator shall be responsible for the repair and maintenance of the park grounds, waterfront, docks and roadways in need of such caused by normal usage.

*Devil's Rock Trail System*

- 8.12 The Operator shall at least once per month during the term of this agreement review the Devil's Rock Trail System as outlined in Schedule “A”, hereto attached which included signage, all trails, lookouts, and access from Highway 567. The Operator shall maintain the trail system such that the system is passable by visitors and report to the City any damage or necessary work required to be conducted by the City beyond the capability of the Operator.
- 8.13 The Operator shall maintain a log book, supplied by the City to record visitors utilizing the Devil's Rock Trail system via Bucke Park Campground.

*Cleanliness*

- 8.14 The Operator shall be responsible for janitorial services so as to cause the buildings with the park to be kept in a state acceptable to the Timiskaming Health Unit and the City.



*Entry by City*

- 8.15 To permit the City or its agents to enter upon the premises at anytime and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to any structure, and the Operator shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the landlord shall give reasonable advance notice to avoid inconvenience to the Operator given the private and confidential nature of the profession of the Operator.

*Alterations*

- 8.16 Except as herein provided, not to make or permit to be made any structural alteration, addition, change or improvement to the Chalet or the Lands without obtaining prior written approval of the City which approval shall not be unreasonably withheld.
- 8.17 The Operator shall also prohibit the erection of any permanent buildings or structures of any kind whatsoever to any trailer or vehicle within the camp. Accessory and non-permanent structures may be erected so long as they are removed from the Lands or stored in areas designated by the City for that purpose. The City reserves the rights to refuse this privilege as it sees fit.

*Reports by Operator*

- 8.18 The Operator shall prepare a monthly report to be sent to the Director of Recreation at the end of every Month that a tenant occupies the park and will include the following information: revenue collected, number of transient site stays, notes from the week and attendance at the park by the public. The Operator shall also prepare an end of season report that will review the previous year's operations and recommend any improvements they deem necessary. This report will be reviewed by the City. The City may or may not incorporate the recommendations.

*Usage of Park*

- 8.19 The Operator will ensure all patrons respect that the lands, with the exception of the established sites, are for freehold public use. The Operator may not charge or unreasonably restrict use of the boat launch, parking areas, beach, and fishing or common park areas within the lands.

### *Fire Control*

- 8.20 The Operator shall obtain a burning permit from the City of Temiskaming Shores in accordance to regulations and abide by any restrictions announced throughout the operating season.
- 8.21 The Operator shall ensure that no person shall light or use an open fire except in fire pits designated for such purpose.
- 8.22 It is the responsibility of the Operator to ensure that campers follow the provisions of the fire permit and that there are no burning restrictions in place.

### *Boat Slips at Marina*

- 8.23 The Operator is entitled to rent boat slips to the general public. The Operator will ensure that at least two (2) transient slips are available at all times. Boat slip locations will be at the discretion of the Operator and the Operator has the discretion to request a boat slip tenant to move to a different boat slip. Storage of boats on the outside of the break-wall or in a manner that prohibits the use of the launch shall be prohibited.
- 8.24 The Operator is responsible for the maintenance of the slips for the duration of this agreement.
- 8.25 All boat slip fees are to be forwarded to the City each Friday.

### *Park Rules*

- 8.26 A list of park rules that the Operator is responsible for enforcing are as indicated in Schedule “D” – *PARK RULES*, hereto attached. Additional rules may be added at the discretion of the City.

### *Communication*

- 8.27 All communication surrounding the terms of the lease and administration of Bucke Park and its sites shall be made from the Operator to the Director of Recreation.

### *List of Operators*

- 8.28 The Operator shall provide a list to the City before the start of this agreement that includes the name, residential address, phone number and email of all owners, directors, management and employees of the Operator.

## **9.0 PROVISOS**

Provided always and it is hereby agreed as follows:

### *Amendments*

- 9.1 This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

### *Replacement of Damaged Facilities*

- 9.2 In the event that the complete destruction of or damage to the chalet or partial damage to the building which results in the Operator's inability to reasonably carry on his business therein, the Agreement shall cease until the premises are fit to allow the operator to reasonably carry on his business. The City shall begin the repair or replacement thereof and with due diligence repair or reconstruct the structure of the same type and character and of equal value. After completing the repair, reconstruction or replacement, the balance of any insurance proceeds or other proceeds available by reason thereof belong absolutely to the City.
- 9.3 The City, instead of repair or replacement may at its option terminate this agreement on giving to the Operator within thirty (30) days of the happening of the damage or destruction notice in writing of its intention. Upon notification thereupon any payments for which the City is liable under the agreement shall be apportioned and paid to the date of such happening of the damage or destruction and Operator shall immediately deliver up possession of the Lands to the City.

### *Damage to Lands*

- 9.4 The city shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Operator to employees of the Operator to any other person while in the chalet or on the Lands unless such loss, damage or injury shall be caused by the negligence of the City or its employees, servants or agents and the City shall not be liable in any event for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the chalet or from the water, steam or drainage of the chalet or from any other place or quarter not for any damage caused by or attributable to the condition or arrangement of any electric or other wiring not for any damage caused by anything done or omitted by any other Operator.

*Impossibility of Performance*

- 9.5 It is understood and agreed that whenever and to the extent that the City shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, good, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the City shall be relieved from the fulfillment of such obligation and the Operator shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

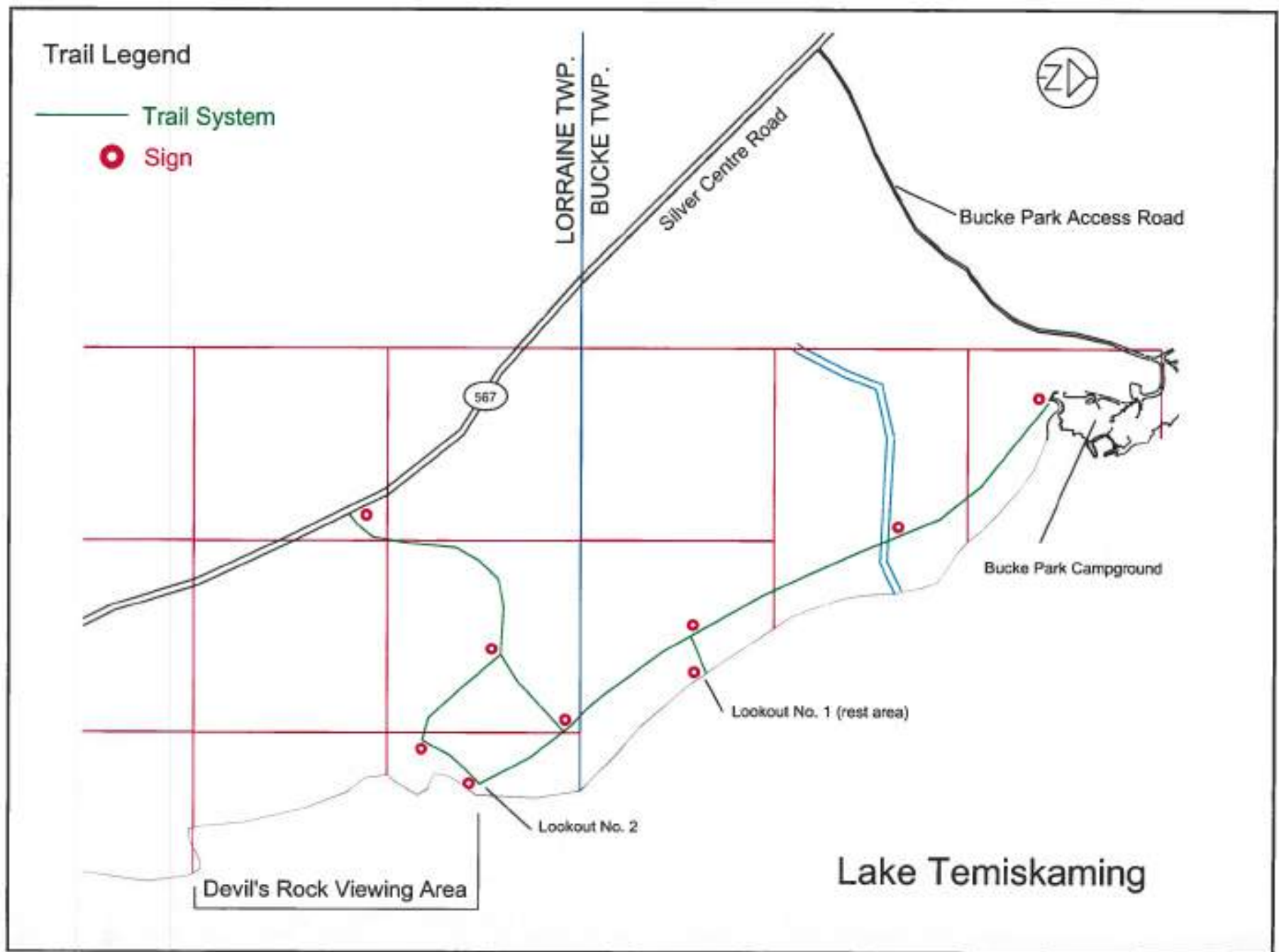
*Effect of Agreement*

- 9.6 This agreement and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators of the City, as the case may be, of each (and every) or the parties hereto, and where there is more than one Operator or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenant shall be deemed join and several.

**Remainder of this page left intentionally blank**



## SCHEDULE A



SCHEDULE B





Services de santé du

**TIMISKAMING**  
Health Unit

*Enhancing your health in so many ways.*

**Head Office:**

247 Whitewood Avenue, Unit 43  
PO Box 1090  
New Liskeard, ON P0J 1P0  
Tel.: 705-647-4305 Fax: 705-647-5779

**Branch Offices:**

Dymond Tel.: 705-647-8305 Fax: 705-647-8315  
Englehart Tel.: 705-644-2221 Fax: 705-644-8698  
Kirkland Lake Tel.: 705-567-9355 Fax: 705-567-5476

[www.timiskaminghu.com](http://www.timiskaminghu.com)

August 26, 2019

City of Temiskaming Shores

Attention: Steve Burnett, Manager of Environmental Services

**Re: Small Drinking Water System #86309NEKD located at the Bucke Park, Bucke Township, City of Temiskaming Shores, ON**

This letter is to inform you that the site specific risk assessment of the Small Drinking Water System (SDWS) located at Bucke Park was completed on August 20, 2019. Based on that risk assessment, it was determined that the requirements and actions specified in the enclosed Directive are necessary to ensure a safe water supply to the users. The Directive has been served on the City of Temiskaming Shores, the current owner of this system and remains in effect for any future owner(s) or operator(s) of this system.

Please familiarize yourself with the following sections of Ontario Regulation 319/08:

- Section 5(6) detailing requirements for notification and sampling after a shut-down period of 60 days or more;
- Section 17 detailing sampling location;
- Sections 9, 10, 11, 14(9) and 24 detailing record keeping; and,

The owner and operator of a small drinking water system shall ensure that, for every sample required by this Regulation, a record is made of the date and time the sample was taken, the location where the sample was taken, the name of the person who took the sample and the result of the drinking water test conducted on the sample. O. Reg. 319/08, s. 24 (1).

Records relating to maintenance on the water treatment equipment could include filter backwash/changes, UV bulb changes, and season start up/shut down dates. Records relating to adverse events must also be kept for at least five years.

While certain sections have been highlighted in this letter, please read the regulation carefully to ensure compliance with all sections that apply to this system. A copy of Ontario Regulation 319/08 (Small Drinking Water Systems) is enclosed.

If you have any questions or concerns, please do not hesitate to contact our office.

Regards,

Maria McLean, CPHI(C)  
Public Health Inspector





Services de santé du

**TIMISKAMING**  
Health Unit

*Enhancing your health in so many ways.*

Bucke Park Campground  
523060 Bucke Park Rd.  
North Cobalt, ON  
P0J 1K0  
SDWS# 86309NEKD

**Head Office:**

247 Whitewood Avenue, Unit 43  
PO Box 1090  
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**Branch Offices:**

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Kirkland Lake Tel.: 705-567-9355 Fax: 705-567-5476

[www.timiskaminghu.com](http://www.timiskaminghu.com)

## **Directive Document under Ontario Regulation 319/08**

**Made pursuant to section 7 of O. Reg 319/08 (Small Drinking Water Systems) made under the *Health Protection and Promotion Act*, R.S.O. 1990 c. H.7**

I, Maria McLean, a Public Health Inspector of the Timiskaming Health Unit direct the owner(s) and the operator(s) to follow the requirements and take the actions that are specified in this Directive. The owner(s) and the operator(s) shall ensure that the small drinking water system is operated in accordance with the requirements of O. Reg. 319/08.

On August 20<sup>th</sup> 2019, Maria McLean conducted a risk assessment on the small drinking water system located at Bucke Park Campground, 523060 Bucke Park Road, North Cobalt, Ontario.

Based on that risk assessment, Maria McLean determined the requirements and actions specified in this Directive are necessary to ensure a safe water supply to the users.

This directive contains legal requirements in addition to O. Reg. 319/08. To ensure that the Small Drinking Water System is in compliance, please familiarize yourself with Ontario Regulation 319/08.

### **NOTICE**

**TAKE NOTICE THAT** the owner(s) and the operator(s) have a right to request a review of this Directive or amendment by Dr. Glen Corneil, Acting Medical Officer of Health of the Timiskaming Health Unit, pursuant to section 37 of O. Reg. 319/08 (Small Drinking Water Systems) made under the *Health Protection and Promotion Act*. The request must be made in writing and filed, by way of personal service, service by pre-paid registered mail, or service by fax, on the Medical Officer of Health noted below within seven (7) days after this Directive is served on you.

Furthermore, the request shall include the portions of the Directive or amendment to the Directive in respect of which the review is requested; any submission that the applicant for the review wishes the Medical Officer of Health to consider; and an address for purposes of receiving the Medical Officer of Health's decision on the requested review.

**Part I**  
**Risk Category**

Based on the risk assessment conducted on August 20<sup>th</sup> 2019, the Small Drinking Water System (SDWS) known as Bucke Park Campground was assigned a MODERATE risk category.

**Description of the SDWS:**

The SDWS consists of one drilled well (without pit), installed September 29th, 2015 by Puits du Temiscamingue (Well Tag No. A168507). Treatment begins with two cartridge filters, one at 5 microns and one at 1 micron. Water then enters an arsenic removal system (ion exchange) consisting of 3 sets of parallel filters, with 2 filters in each series. Water then enters Trojan UVMax Pro20 equipped with both audible alarm and automatic shut off.

Secondary disinfection consists of a storage/ chlorine mixing tank. Water is subsequently distributed via 3 distribution lines. The first services the chalet, the second services the east campground, and the last services the south campground. Water is further distributed via 10 stand pipes, consisting of 6 connections on each. Each stand pipe has a backflow prevention device. Trailers are required to supply their own water hose to connect to the closest standpipe.

**Part II**  
**Treatment System**

2.0 The owner(s) and the operator(s) shall ensure that:

- a) The water treatment equipment is operated in accordance with the manufacturer's instructions and in a manner that achieves the design capabilities.
- b) Any written manufacturer operating manuals or instructions that relate to any water treatment equipment must be kept nearby and maintained for 5 years or as long as the water treatment remains in operation, whichever period is longer.

2.1 The owner(s) and the operator(s) shall:

- a) Provide filtration or other treatment as necessary to allow for proper functioning of the disinfecting equipment.
- b) Provide filtration or other treatment necessary to provide water that, when sampled and tested, have less than **0.01 milligrams per liter Arsenic**.
- c) Provide disinfecting equipment that is capable of achieving primary disinfection that is necessary for the removal or inactivation of all bacteria, viruses, and protozoa in the water.
- d) Provide secondary disinfection of the distribution system.

2.2 The owner(s) and the operator(s) shall ensure that the following disinfection treatment requirements are met at all locations within the distribution system unless point of entry device(s) is/are provided:

- Free available chlorine (FAC) residual is never less than 0.05 milligrams per liter.

**Part III**  
**Sampling and Testing**

3.0 The owner(s) and the operator(s) shall ensure that the following samples are taken and that the following tests are conducted at the frequency that is indicated to ensure that the drinking water sample meets the Ontario Drinking Water Quality Standards:

- a) The sampling frequency for primary parameters (*E. coli* and total coliforms) is **one sample every two months** when water is supplied to the users and at the following locations:
  - Rotational basis to ensure that different branches of the distribution system are sampled throughout the operating season.
- b) That the free available chlorine (FAC) residual is measured and recorded every time a water sample is taken for primary parameters (*E. coli* and total coliforms) testing.
- c) The frequency of sampling for Arsenic in the treated water is a minimum of one sample every two months when water is supplied to users;
- d) Prior to supplying water to users of the system after a period of more than 60 days duration during which the system has not been supplying water to users, the owner and operator shall ensure that a water sample is taken and tested for *E. coli* and total coliforms.

**Part IV**  
**Operational Checks**

4.0 The owner(s) and the operator(s) shall ensure that:

- a) The operational checks and maintenance of treatment devices are performed in accordance with written manufacturer's operating manual(s) and instruction(s).
- b) Free available chlorine (FAC) is tested and recorded at a minimum frequency of once every 24 hours. Rotate sampling to ensure that different branches of the distribution system are sampled throughout the operating season.
- c) If test results do not indicate the absence of *E. coli* and total coliforms the owner and/or operator shall immediately fulfill the notification, reporting and corrective action requirements under this Regulation;
- d) If test results indicate Arsenic levels exceed the standard prescribed in the Ontario Drinking Water Quality Standards, the owner and/or operator shall immediately fulfill the notification, reporting and corrective action requirements under this Regulation.

**Part V**  
**Posting of Warning Signage**

Not applicable

**Part VI**  
**Records**

The owner(s) and the operator(s) of a small drinking water system shall ensure that, for every sample required by O. Reg. 319/08, a record is made of the date and time the sample was taken, the location where the sample was taken, the name of the person who took the sample and the result of the drinking water test conducted on the sample.

**Part VII**  
**Operator Knowledge and Training**

The owner(s) and operator(s) shall be familiar with:

- a) The content of the documents provided by the Health Department.
- b) General protection requirements (water source, source water protection issues, potential system failure, impacts of system failure, notification of users).
- c) Proper sampling techniques and lab submission processes.
- d) Ability to operate and understand why and how the treatment equipment works and what to do if treatment fails.
- e) Ability to maintain the operation of the equipment to manufacturer's instructions.
- f) Distributions systems (how to sample, maintenance, and manage what to do if a distribution system breaks).

The operator(s) requires the following training: Operation of Small Drinking Water Systems course. Can be taken online or in class. <https://wcwc.ca/training/courses/>

**Included:**

Copy of

1. Ontario Regulation 319/08

Bucke Park Campground, North Cobalt, Ontario  
SDWS# 86309NEKD

The address of Dr. Corneil is as follows:

Timiskaming Health Unit  
Attn: Dr. Glen Corneil  
Acting Medical Officer of Health  
247 Whitewood Ave, Unit 43  
New Liskeard, Ontario P0J 1P0  
Fax # 705-647-5779

**AND TAKE FURTHER NOTICE THAT** this Directive takes effect on the date that it is served on the owner(s) even though a review may be requested.

**FAILURE** to comply with this Directive is an offence under the *Health Protection and Promotion Act* for which an individual may be liable upon conviction to a fine of not more than \$5,000.00 and a municipality or other corporation may be liable upon conviction to a fine of not more than \$25,000.00 for every day or part of each day on which the offence occurs or continues. Where a corporation, other than a board of health or a municipality, is convicted of an offence under this Act, each director of the corporation and each officer, employee or agent of the corporation who was in whole or in part responsible for the conduct of that part of the business of the corporation that gave rise to the offence, is guilty of an offence unless he or she satisfies the court that he or she took all reasonable care to prevent the commission of the offence.

Dated at the Timiskaming Health Unit, this 26<sup>th</sup> day of August 2019.

  
\_\_\_\_\_

Maria McLean, C.P.H.I. (C)  
Public Health Inspector  
Timiskaming Health Unit

Served Upon: Steve Burnett, Owner

Hand delivered by: \_\_\_\_\_

Date/Time: \_\_\_\_\_

-or-

Registered courier: \_\_\_\_\_

Date: \_\_\_\_\_

Received by:  \_\_\_\_\_

Date/Time: Aug 27/19 / 1:12 pm

## SCHEDULE D



### **RULES OF THE BUCKE PARK CAMPGROUND**

The City of Temiskaming Shores hires an Operator to manage the campground. The Operator(s) they are authorized to manage the care and control of the park.

Any camper breaching any of these rules may be evicted from the park with no refund permitted.

#### **1) Period of Occupancy**

No occupancy will be allowed in the park during the period of November 1<sup>st</sup> to April 30<sup>th</sup>. Trailers may be stored on the site if the appropriate winter storage agreement has been signed and fee paid to the City.

#### **2) Trailer and Accessories Area**

The area of each lot covered by a trailer and accessories such as decks, sheds, add-ons can at no time exceed 50% of the trailer lot.

#### **3) Occupancy of Trailer Lots**

Each trailer lot is allowed only one trailer on it at any time.

#### **4) Waste Disposal**

Campers are responsible to dispose of their own garbage in the containers provided in the park. Sewage or grey water must be emptied into the holding tank at the entrance to the park.

#### **5) Pets**

Campers with any pets must not let them run at large or commit any nuisance within the limits of the park. All pets harbored in the park for more than 30 consecutive days must have municipal tags. Campers must clean up after their pets at all times.

#### **6) Campfires**

Campfires are permitted only in contained fire pits and must be extinguished before retiring, in the event of high winds, or upon request of the park operator.

## **SCHEDULE D**

### **7) Firewood**

No scrap wood (i.e. countertops, cupboards, wooden lawn furniture) to be burned. Approval from the Operator is required prior to cutting down trees for any purpose.

### **8) Speed Limits**

The speed limit for all vehicles inside the park is **10 km/h**.

### **9) Parking**

There are to be no vehicles parked on park roadways at any time. Any visitors to the park must park in the designated visitor parking areas. Any boat trailers that will be in the park for a period of more than five (5) Consecutive days must be parked in the trailer parking lot at the North end of the park.

Parking in the vicinity of the launch is permitted however not in a manner that impedes the use of the launch. Notices will be provided to the car owner should this occur.

### **10) Hunting**

Is not permitted in the park or on the Devil's Rock Trail

### **11) Beach**

The Beach is not supervised and children under 12 years of age require adult supervision.

### **12) Improper Conduct**

Seasonal Campers are responsible for the conduct of their guests. Conduct disturbing or objectionable to the Operator and other campers will not be tolerated.

### **13) Communication**

Any issues that arise should be first communicated with the Park Operator or member of the operating committee.

**NOTE:** The Operator will provide a verbal warning to the camper when a rule is not adhered to and log the incident in the log book. Should the camper repeat the action or not adhere to another rule a written warning will be provided. On the third incident, the camper will be asked to leave the park for the remainder of the season.

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2022-047**  
**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 March 1, 2022**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

**Whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

**Whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

**Whereas** it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws.

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

1. That the actions of the Council at its Regular meeting held on **March 1, 2022**, 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 1<sup>st</sup> day of March, 2022.

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Mayor

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Clerk